

SERVICE AGREEMENT



<i>For Administrative Purposes Only</i>	
<i>Ministry Contract No.:</i> <input type="text"/>	<i>Financial Information</i>
<i>Solicitation No.(if applicable):</i> ELMS-301	<i>Client:</i> 031
<i>Contractor Information</i>	<i>Responsibility Centre:</i> 46964
<i>Supplier Name:</i> Neil Squire Society	<i>Service Line:</i> 51738
<i>Supplier No.:</i> 174409	<i>STOB:</i> 8050
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THIS AGREEMENT is dated for reference the 1st day of May, 2015.

BETWEEN:

NEIL SQUIRE SOCIETY (the "Contractor") with the following specified address, fax number and email address:

220-2250 Boundary Road
Burnaby, British Columbia, V5M 3Z3
Fax: 604-473-9364
E-mail: Gregp@neilsquire.ca

AND:

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA, as represented by the Minister of Social Development and Social Innovation (the "Province") with the following specified address, fax number and email address:

6th Floor, 614 Humboldt Street
PO Box 9875 Stn Prov Govt
Victoria, British Columbia, V8W 9R1
Fax: 250-356-6541
Email: CAPASupportTeam01@gov.bc.ca

The Province wishes to retain the Contractor to provide the services specified in Schedule A and, in consideration for the remuneration set out in Schedule B, the Contractor has agreed to provide those services, on the terms and conditions set out in this Agreement.

As a result, the Province and the Contractor agree as follows:

Article 1 DEFINITIONS

General

1.1 In this Agreement, unless the context otherwise requires:

- (a) **"Auditor General"** means the Auditor General of British Columbia appointed pursuant to the *Auditor General Act*, S.B.C. 2003, c. 2, or his or her delegate;

- (b) **“Auditor General Audit”** means a financial or performance audit of the Ministry conducted by the Auditor General pursuant to the *Auditor General Act*, S.B.C. 2003, c. 2;
- (c) **“Business Continuity Plan”** means a comprehensive plan that describes how, if a Disruptive Event occurs, the Contractor would recover the Contractor’s operations and continue to meet the Contractor’s obligations under this Agreement;
- (d) **“Business Day”** means a day, other than a Saturday or Sunday, on which Provincial government offices are open for normal business in British Columbia;
- (e) **“Disruptive Event”** means any extraordinary event, situation or circumstance that disrupts the Contractor’s operations and affects the Contractor’s ability to meet the Contractor’s obligations under this Agreement;
- (f) **“Incorporated Material”** means any material in existence prior to the start of the Term or developed independently of this Agreement, and that is incorporated or embedded in the Produced Material by the Contractor or a Subcontractor;
- (g) **“Material”** means the Produced Material and the Received Material;
- (h) **“Produced Material”** means records, software and other material, whether complete or not, that, as a result of this Agreement, are produced or provided by the Contractor or a Subcontractor and includes the Incorporated Material;
- (i) **“Province Mark”** means any of the Province’s trade-marks, official marks, business names, trade names, domain names, trading styles, logos, or other distinguishing marks, whether registered or unregistered;
- (j) **“Received Material”** means records, software and other material, whether complete or not, that, as a result of this Agreement, are received by the Contractor or a Subcontractor from the Province or any other person;
- (k) **“Services”** means the services described in Part 3 of Schedule A;
- (l) **“Subcontractor”** means a person described in section 14.4 (a) or (b); and
- (m) **“Term”** means the term of the Agreement described in Part 1 of Schedule A, subject to that term ending earlier in accordance with this Agreement.

Meaning of “record”

- 1.2 The definition of “record” in the *Interpretation Act* is incorporated into this Agreement and “records” will bear a corresponding meaning.

Article 2 SERVICES

Provision of services

- 2.1 The Contractor must provide the Services in accordance with this Agreement.

Term

- 2.2 Regardless of the date of execution or delivery of this Agreement, the Contractor must provide the Services during the Term.

Supply of various items

- 2.3 Unless the parties otherwise agree in writing, the Contractor must supply and pay for all labour, materials, equipment, tools, facilities, approvals and licenses necessary or advisable to perform the Contractor’s obligations under this Agreement, including the license under section 6.4.

Standard of care

- 2.4 Unless otherwise specified in this Agreement, the Contractor must perform the Services to a standard of care, skill and diligence maintained by persons providing, on a commercial basis, services similar to the Services.

Standards in relation to persons performing Services

- 2.5 The Contractor must ensure that all persons employed or retained to perform the Services are qualified and competent to perform them and are properly trained, instructed and supervised.

Instructions by Province

- 2.6 The Province may from time to time give the Contractor reasonable instructions (in writing or otherwise) as to the performance of the Services. The Contractor must comply with those instructions but, unless otherwise specified in this Agreement, the Contractor may determine the manner in which the instructions are carried out.

Confirmation of non-written instructions

- 2.7 If the Province provides an instruction under section 2.6 other than in writing, the Contractor may request that the instruction be confirmed by the Province in writing and the Province must comply with such a request as soon as it is reasonably practicable to do so.

Effectiveness of non-written instructions

- 2.8 Requesting written confirmation of an instruction under section 2.7 does not relieve the Contractor from complying with the instruction at the time the instruction was given.

Applicable laws

- 2.9 The Contractor must comply with all applicable laws.

Business Continuity Plan

- 2.10 The Contractor must:
- (a) at all times during the Term have in place a Business Continuity Plan;
 - (b) review the Contractor's Business Continuity Plan at appropriate regular intervals during the Term and modify or update it as necessary; and
 - (c) if a Disruptive Event occurs during the Term, immediately implement the Contractor's Business Continuity Plan.

Article 3 Payment

Fees and expenses

3.1 If the Contractor complies with this Agreement, then the Province must pay to the Contractor at the times and on the conditions set out in Schedule B:

- (a) the fees described in that Schedule;
- (b) the expenses, if any, described in that Schedule if they are supported, where applicable, by proper receipts and, in the Province's opinion, are necessarily incurred by the Contractor in providing the Services; and
- (c) any applicable taxes payable by the Province under law or agreement with the relevant taxation authorities on the fees and expenses described in subsections (a) and (b).

The Province is not obliged to pay to the Contractor more than the "Maximum Amount" specified in Schedule B on account of fees and expenses.

Statements of accounts

3.2 In order to obtain payment of any fees and expenses under this Agreement, the Contractor must submit to the Province a written statement of account in a form satisfactory to the Province upon completion of the Services or at other times described in Schedule B.

Withholding of amounts

3.3 Without limiting section 9.1, the Province may withhold from any payment due to the Contractor an amount sufficient to indemnify, in whole or in part, the Province and its employees and agents against any liens or other third-party claims that have arisen or could arise in connection with the provision of the Services. An amount withheld under this section must be promptly paid by the Province to the Contractor upon the basis for withholding the amount having been fully resolved to the satisfaction of the Province.

Appropriation

3.4 The Province's obligation to pay money to the Contractor is subject to the *Financial Administration Act*, which makes that obligation subject to an appropriation being available in the fiscal year of the Province during which payment becomes due.

Currency

- 3.5 Unless otherwise specified in this Agreement, all references to money are to Canadian dollars.

Non-resident income tax

- 3.6 If the Contractor is not a resident in Canada, the Contractor acknowledges that the Province may be required by law to withhold income tax from the fees described in Schedule B and then to remit that tax to the Receiver General of Canada on the Contractor's behalf.

Prohibition against committing money

- 3.7 Without limiting section 14.10(a), the Contractor must not in relation to performing the Contractor's obligations under this Agreement commit or purport to commit the Province to pay any money except as may be expressly provided for in this Agreement.

Refunds of taxes

- 3.8 The Contractor must:
- (a) apply for, and use reasonable efforts to obtain, any available refund, credit, rebate or remission of federal, provincial or other tax or duty imposed on the Contractor as a result of this Agreement that the Province has paid or reimbursed to the Contractor or agreed to pay or reimburse to the Contractor under this Agreement; and
 - (b) immediately on receiving, or being credited with, any amount applied for under subsection (a), remit that amount to the Province.

Article 4 REPRESENTATIONS AND WARRANTIES

Contractor's Representations and Warranties

- 4.1 As at the date this Agreement is executed and delivered by, or on behalf of, the parties, the Contractor represents and warrants to the Province as follows:

- (a) except to the extent the Contractor has previously disclosed otherwise in writing to the Province,

- (i) all information, statements, documents and reports furnished or submitted by the Contractor to the Province in connection with this Agreement (including as part of any competitive process resulting in this Agreement being entered into) are in all material respects true and correct,
 - (ii) the Contractor has sufficient trained staff, facilities, materials, appropriate equipment and approved subcontracting or other agreements in place and available to enable the Contractor to fully perform the Services and to grant any licenses under this Agreement, and
 - (iii) the Contractor holds all permits, licenses, approvals and statutory authorities issued by any government or government agency that are necessary for the performance of the Contractor's obligations under this Agreement; and
- (b) if the Contractor is not an individual,
 - (i) the Contractor has the power and capacity to enter into this Agreement and to observe, perform and comply with the terms of this Agreement and all necessary corporate or other proceedings have been taken and done to authorize the execution and delivery of this Agreement by, or on behalf of, the Contractor, and
 - (ii) this Agreement has been legally and properly executed by, or on behalf of, the Contractor and is legally binding upon and enforceable against the Contractor in accordance with its terms except as enforcement may be limited by bankruptcy, insolvency or other laws affecting the rights of creditors generally and except that equitable remedies may be granted only in the discretion of a court of competent jurisdiction.

Article 5 PRIVACY, SECURITY AND CONFIDENTIALITY

Privacy

- 5.1 The Contractor must comply with the Privacy Protection Schedule attached as Schedule E.

Security

5.2 The Contractor must:

- (a) make reasonable security arrangements to protect the Material from unauthorized access, collection, use, disclosure, alteration or disposal; and
- (b) comply with the Security Schedule attached as Schedule G.

Confidentiality

5.3 The Contractor must treat as confidential all information in the Material and all other information accessed or obtained by the Contractor or a Subcontractor (whether verbally, electronically or otherwise) as a result of this Agreement, and not permit its disclosure or use without the Province's prior written consent except:

- (a) as required to perform the Contractor's obligations under this Agreement or to comply with applicable laws;
- (b) if it is information that is generally known to the public other than as result of a breach of this Agreement; or
- (c) if it is information in any Incorporated Material.

Public announcements

5.4 Any public announcement relating to this Agreement will be arranged by the Province and, if such consultation is reasonably practicable, after consultation with the Contractor.

Promotion and use of Province Marks

5.5 The Contractor must:

- (a) cooperate with the Province and at the Province's request, assist the Province in developing a communications strategy and making public announcements regarding the Services and this Agreement;
- (b) prominently display in any materials the Contractor produces and distributes to the public that publicize or promote the Services, an acknowledgment that the Contractor provides the Services for the Province, the form, content and location of which is subject to the Province's approval;

- (c) post signage at all premises at which the Contractor carries out operations related to the Services, acknowledging that the Contractor provides the Services for the Province, the form, content and location of which is subject to the Province's approval; and
- (d) incorporate a Province Mark of the Province's choice in any acknowledgment described in subsection (b) or any signage described in subsection (c).

Obtaining Province Marks

5.6 After the execution of this Agreement, the Province will provide the Contractor with one or more Province Marks that the Contractor must use as described in section 5.5 (d) and from time to time during the Term, the Province may, in the Province's sole discretion, provide the Contractor with one or more replacement Province Marks.

Restrictions on promotion – Contractor

5.7 The Contractor must not:

- (a) refer for promotional purposes to the Province being a customer of the Contractor or the Province having entered into this Agreement, without the prior written approval of the Province; or
- (b) make any public comment about the Services or this Agreement without the prior written approval of the Province; or
- (c) use the name of, any photograph or other image of, or any Personal Information about, any individual in any material the Contractor produces and distributes to the public for any purpose related to this Agreement, without first obtaining the written consent of the individual and providing the Province with a copy of that consent; or
- (d) use any Province Mark in any capacity or for any purpose other than those set out in section 5.5 (d).

Restrictions on promotion – Province

5.8 The Province will consult with the Contractor before making any public comment about the Services that references the Contractor's name.

Article 6 MATERIAL AND INTELLECTUAL PROPERTY

Access to Material

- 6.1 If the Contractor receives a request for access to any of the Material from a person other than the Province, and this Agreement does not require or authorize the Contractor to provide that access, the Contractor must promptly advise the person to make the request to the Province.

Ownership and delivery of Material

- 6.2 The Province exclusively owns all property rights in the Material which are not intellectual property rights. The Province has exclusive control over the use, storage, disclosure and disposal of the Material. The Contractor must deliver any Material to the Province immediately upon the Province's request.

Matters respecting intellectual property

- 6.3 The Province exclusively owns all intellectual property rights, including copyright, in:
- (a) Received Material that the Contractor receives from the Province; and
 - (b) Produced Material, other than any Incorporated Material.

Upon the Province's request, the Contractor must deliver to the Province documents satisfactory to the Province that irrevocably waive in the Province's favour any moral rights which the Contractor (or employees of the Contractor) or a Subcontractor (or employees of a Subcontractor) may have in the Produced Material and that confirm the vesting in the Province of the copyright in the Produced Material, other than any Incorporated Material.

Rights in relation to Incorporated Material

- 6.4 Upon any Incorporated Material being embedded or incorporated in the Produced Material and to the extent that it remains so embedded or incorporated, the Contractor grants to the Province:
- (a) a non-exclusive, perpetual, irrevocable, royalty-free, worldwide license to exercise, in respect of that Incorporated Material, the rights set out in the *Copyright Act* (Canada), including the right to use, reproduce, modify, publish and distribute that Incorporated Material; and

- (b) the right to sublicense or assign to third-parties any or all of the rights granted to the Province under subsection (a)

Article 7 RECORDS AND REPORTS

Work reporting

- 7.1 Upon the Province's request, the Contractor must fully inform the Province of all work done by the Contractor or any Subcontractor in connection with providing the Services.

Time and expense records

- 7.2 The Contractor must maintain time records and books of account, invoices, receipts and vouchers of expenses in support of all work done and all costs incurred by the Contractor or any Subcontractor in connection with providing the Services, in form and content satisfactory to the Province. Unless otherwise specified in this Agreement, the Contractor must retain such documents for a period of not less than seven years after this Agreement ends.

Article 8 AUDIT

Audit by Province

- 8.1 In addition to any other rights of inspection the Province may have under statute or otherwise, the Province or the Province's nominee, may at any reasonable time and on reasonable notice to the Contractor, enter on the Contractor's or any Subcontractor's premises to inspect and, at the discretion of the Province or the Province's nominee, as applicable, copy any of the Material and the Contractor must permit, and provide reasonable assistance to, the exercise by the Province or the Province's nominee of the Province's rights under this section.

Auditor General Audit

- 8.2 The Contractor will permit and cooperate fully with and provide reasonable assistance to the Auditor General in the conduct of any Auditor General Audit, including at any reasonable time and on reasonable notice to the Contractor, providing reasonable access to the Contractor's or any Subcontractor's premises to the Auditor General to review operations and to inspect and, at the Auditor General's discretion, copy any of the Material.

Cost of Auditor General Audit

- 8.3 The Province is responsible for the Contractor's reasonable costs associated with any Auditor General Audit.

Independent Audit

- 8.4 At the request of the Province the Contractor will retain and pay for an independent and fully qualified third party, approved by the Province, to conduct a forensic financial audit of the Contractor's finances relating to the provision of the Services under this agreement. The scope and specific requirements of any such an audit will be determined by agreement between the parties.

Article 9 INDEMNITY AND INSURANCE

Indemnity

- 9.1 The Contractor must indemnify and save harmless the Province and the Province's employees and agents from any loss, claim (including any claim of infringement of third-party intellectual property rights), damage award, action, cause of action, cost or expense that the Province or any of the Province's employees or agents may sustain, incur, suffer or be put to at any time, either before or after this Agreement ends (each a "Loss"), to the extent the Loss is directly or indirectly caused or contributed to by:
- (a) any act or omission by the Contractor or by any of the Contractor's agents, employees, officers, directors or Subcontractors in connection with this Agreement; or

- (b) any representation or warranty of the Contractor being or becoming untrue or incorrect.

Insurance

- 9.2 The Contractor must comply with the Insurance Schedule attached as Schedule D.

Workers compensation

- 9.3 Without limiting the generality of section 2.9, the Contractor must comply with, and must ensure that any Subcontractors comply with, all applicable occupational health and safety laws in relation to the performance of the Contractor's obligations under this Agreement, including the *Workers Compensation Act* in British Columbia or similar laws in other jurisdictions.

Personal optional protection

- 9.4 The Contractor must apply for and maintain personal optional protection insurance (consisting of income replacement and medical care coverage) during the Term at the Contractor's expense if:
 - (a) the Contractor is an individual or a partnership of individuals and does not have the benefit of mandatory workers compensation coverage under the *Workers Compensation Act* or similar laws in other jurisdictions; and
 - (b) such personal optional protection insurance is available for the Contractor from WorkSafeBC or other sources.

Evidence of coverage

- 9.5 Within 10 Business Days of being requested to do so by the Province, the Contractor must provide the Province with evidence of the Contractor's compliance with sections 9.3 and 9.4.

Article 10 FORCE MAJEURE

Definitions relating to force majeure

- 10.1 In this section and sections 10.2 to 10.4:

- (a) “Event of Force Majeure” means one of the following events,
 - (i) a natural disaster, fire, flood, storm, epidemic or power failure,
 - (ii) a war (declared and undeclared), insurrection or act of terrorism or piracy,
 - (iii) a strike (including illegal work stoppage or slowdown) or lockout, or
 - (iv) a freight embargo,if the event prevents a party from performing the party’s obligations in accordance with this Agreement and is beyond the reasonable control of that party; and
- (b) “Affected Party” means a party prevented from performing the party’s obligations in accordance with this Agreement by an Event of Force Majeure.

Consequence of Event of Force Majeure

- 10.2 An Affected Party is not liable to the other party for any failure or delay in the performance of the Affected Party’s obligations under this Agreement resulting from an Event of Force Majeure and any time periods for the performance of such obligations are automatically extended for the duration of the Event of Force Majeure provided that the Affected Party complies with the requirements of section 10.3.

Duties of Affected Party

- 10.3 An Affected Party must promptly notify the other party in writing upon the occurrence of the Event of Force Majeure and make all reasonable efforts to prevent, control or limit the effect of the Event of Force Majeure so as to resume compliance with the Affected Party’s obligations under this Agreement as soon as possible.

Disruptive Event and Event of Force Majeure

- 10.4 If a Disruptive Event is also an Event of Force Majeure, the Contractor’s obligations under section 2.10 (c) are in addition to any duties section 10.3 imposes on the Contractor as an Affected Party.

Article 11 DEFAULT AND TERMINATION

Definitions relating to default and termination

11.1 In this section and sections 11.2 to 11.4:

- (a) “Event of Default” means any of the following,
 - (i) an Insolvency Event,
 - (ii) the Contractor fails to provide the Services to the Province’s satisfaction,
 - (iii) the Contractor fails to perform any of the Contractor’s other obligations under this Agreement,
 - (iv) a change occurs with respect to any one or more of the Contractor’s assets, condition (financial or otherwise), business, operations, management or control that, in the Province’s reasonable opinion, materially adversely affects the Contractor’s ability to fulfill any of the Contractor’s obligations under this Agreement,
 - (v) any representation or warranty made by the Contractor in this Agreement is untrue or incorrect; and
- (b) “Insolvency Event” means any of the following,
 - (i) an order is made, a resolution is passed or a petition is filed, for the Contractor's liquidation or winding up,
 - (ii) the Contractor commits an act of bankruptcy, makes an assignment for the benefit of the Contractor’s creditors or otherwise acknowledges the Contractor’s insolvency,
 - (iii) a bankruptcy petition is filed or presented against the Contractor or a proposal under the *Bankruptcy and Insolvency Act* (Canada) is made by the Contractor,
 - (iv) a compromise or arrangement is proposed in respect of the Contractor under the *Companies’ Creditors Arrangement Act* (Canada),
 - (v) a receiver or receiver-manager is appointed for any of the Contractor’s property,
 - (vi) the Contractor permits any sum that the Contractor does not dispute to be due by the Contractor to remain unpaid after legal proceedings have been commenced to enforce its payment,
 - (vii) any action is taken to enforce any security interest, charge or encumbrance granted, created or issued by the Contractor that materially affects the Contractor’s ability to carry on business or operations as a going concern, or

- (viii) the Contractor ceases, in the Province's reasonable opinion, to carry on business as a going concern.

Province's options on default

- 11.2 On the happening of an Event of Default, or at any time thereafter, the Province may, at its option, elect to do any one or more of the following:
- (a) by written notice to the Contractor, require that the Event of Default be remedied within a time period specified in the notice;
 - (b) suspend, while the Event of Default continues, payment of any amount that is due or that becomes due to the Contractor pursuant to section 3.1;
 - (c) pursue any remedy or take any other action available to it at law or in equity;
 - (d) waive the Event of Default; or
 - (e) by written notice to the Contractor, terminate this Agreement with immediate effect or on a future date specified in the notice, subject to the expiration of any time period specified under section 11.2(a).

Delay not a waiver

- 11.3 Any failure or delay on the part of the Province to exercise its rights in relation to an Event of Default will not constitute a waiver by the Province of such rights and the Province will not be estopped from enforcing those rights.

Province's right to terminate other than for default

- 11.4 In addition to the Province's right to terminate this Agreement under section 11.2 (e) on the happening of an Event of Default, the Province may terminate this Agreement for any reason by giving at least 30 days' written notice of termination to the Contractor.

Payment consequences of termination

- 11.5 Unless Schedule B otherwise provides, if the Province terminates this Agreement under section 11.2 (e) or section 11.4:

- (a) the Province must, within 30 days of such termination, pay to the Contractor any unpaid portion of the fees and expenses described in Schedule B which corresponds with the portion of the Services that was completed to the Province's satisfaction before termination of this Agreement; and
- (b) the Contractor must, within 30 days of such termination, repay to the Province any paid portion of the fees and expenses described in Schedule B which corresponds with the portion of the Services that the Province has notified the Contractor in writing was not completed to the Province's satisfaction before termination of this Agreement.

Discharge of liability

- 11.6 The payment by the Province of the amount described in section 11.5 (a) discharges the Province from all liability to make payments to the Contractor under this Agreement.

Notice in relation to Events of Default

- 11.7 If the Contractor becomes aware that an Event of Default has occurred or anticipates that an Event of Default is likely to occur, the Contractor must promptly notify the Province of the particulars of the Event of Default or anticipated Event of Default. A notice under this section as to the occurrence of an Event of Default must also specify the steps the Contractor proposes to take to address, or prevent recurrence of, the Event of Default. A notice under this section as to an anticipated Event of Default must specify the steps the Contractor proposes to take to prevent the occurrence of the anticipated Event of Default.

Article 12 DISPUTE RESOLUTION

Dispute resolution process

- 12.1 In the event of any dispute between the parties arising out of or in connection with this Agreement, the following dispute resolution process will apply unless the parties otherwise agree in writing:
- (a) the parties must initially attempt to resolve the dispute through collaborative negotiation;

- (b) if the dispute is not resolved through collaborative negotiation within 15 Business Days of the dispute arising, the parties must then attempt to resolve the dispute through mediation under the rules of the British Columbia Mediator Roster Society; and
- (c) if the dispute is not resolved through mediation within 30 Business Days of the commencement of mediation, the dispute must be referred to and finally resolved by arbitration under the *Arbitration Act*.

Location of arbitration or mediation

- 12.2 Unless the parties otherwise agree in writing, an arbitration or mediation under section 12.1 will be held in Victoria, British Columbia.

Costs of mediation or arbitration

- 12.3 Unless the parties otherwise agree in writing or, in the case of an arbitration, the arbitrator otherwise orders, the parties must share equally the costs of a mediation or arbitration under section 12.1 other than those costs relating to the production of expert evidence or representation by counsel.

Article 13 CRIMINAL RECORD CHECKS

Definitions relating to Criminal Record Checks

- 13.1 In this section and in any of sections 13.2 to 13.12:

- (a) “CRR Act” means the *Criminal Records Review Act*, R.S.B.C. 1996, c. 86;
- (b) “Certified Criminal Record Check” means the results in writing of a search conducted and certified by the Royal Canadian Mounted Police of all relevant information accessible by the Royal Canadian Mounted Police for a Criminal Record for an individual using the individual’s fingerprints;
- (c) “Conviction” has the meaning given to that term in section 1 of the CRR Act;
- (d) “Criminal Record” means an Outstanding Charge or a Conviction for an Offence;

- (e) “Criminal Record Check” means the results in writing of a search by a Local Police Agency or an Equivalent Organization of all relevant information accessible by the Local Police Agency or the Equivalent Organization respecting any Criminal Record for an individual;
- (f) “Employee” means any person that is the Contractor’s employee, contractor, officer, director, agent, volunteer or Subcontractor, or an employee, contractor, officer, director, agent or volunteer of a Subcontractor;
- (g) “Equivalent Organization” means an organization approved in advance by the Province that has an ability to check Criminal Records equivalent to the ability of any Local Police Agency to check Criminal Records;
- (h) “Information Systems” means information storage or data processing systems that house information associated with the Services, including information technology systems and associated administrative systems, processing platforms, telecommunications facilities, applications, databases and backup media;
- (i) “Local Police Agency” means a police agency, department, detachment, force, office or service responsible for policing in a municipality, town, district, village, city, county, region or other geographic area;
- (j) “Offence” means an Offence (Canadian) or an Offence (Foreign);
- (k) “Offence (Canadian)” means an offence under a provision of the *Criminal Code*, R.S.C. 1985, c. C-46 or the *Controlled Drugs and Substances Act*, S.C. 1996, c. 19 and includes a predecessor to that provision;
- (l) “Offence (Foreign)” means an offence in a jurisdiction outside Canada that is similar to an Offence (Canadian);
- (m) “Outstanding Charge” means a charge or an application to a court with respect to an Offence, for which an information has been sworn or an application to a court has been made that has not yet resulted in a conviction, acquittal or order by a court;
- (n) “Participant” means any individual who receives services, support, benefits or assistance from the Contractor as a result of this Agreement;
- (o) “Participant Funds” means any monies the Province provides to the Contractor pursuant to this Agreement that the Contractor may pay as a result of this Agreement to support, benefit or assist any Participant;
- (p) “Relevant Offence” has the meaning given to that term in section 1 of the CRR Act;

- (q) “Security Related Offence” means a Security Related Offence (Canadian) or a Security Related Offence (Foreign);
- (r) “Security Related Offence (Canadian)” means an offence under a provision in Parts II, II.1, IV, VI, IX, X, XI, XII, XII.2 or XIII of the *Criminal Code*, R.S.C. 1985, c. C-46 and includes a predecessor to that provision;
- (s) “Security Related Offence (Foreign)” means an offence in a jurisdiction outside Canada that is similar to a Security Related Offence (Canadian);
- (t) “Services Team” means the Employees the Contractor employs or retains to provide the Services; and
- (u) “Start Date” with respect to an Employee means the date the Employee will begin having contact with any Participant, access to Information Systems, or access to Participant Funds.

Obtaining Criminal Record Check

13.2 The Contractor must, for any Employee that will have:

- (a) contact with any Participant;
 - (b) access to Information Systems; or
 - (c) access to Participant Funds,
- obtain at the Contractor’s expense, a Criminal Record Check:
- (d) before the Employee’s Start Date;
 - (e) if at any time the Contractor becomes aware that the Employee has a Criminal Record for an Offence, before the Employee has further contact with any Participant, further access to Information Systems, or further access to Participant Funds; and
 - (f) every two (2) years after the Employee’s previous Criminal Record Check.

Obtaining Certified Criminal Record Check

13.3 If the information in a Criminal Record Check indicates that an Employee has or may have a Criminal Record, the Contractor must obtain, at the Contractor’s expense, a Certified Criminal Record Check for the Employee, before the Employee’s Start Date, or before the Employee has further contact with any Participant, further access to Information Systems, or further access to Participant Funds, as applicable.

Exemptions

- 13.4 The Province may exempt the Contractor, with respect to any Employee, from the requirement:
- (a) in section 13.2 (d), if the Contractor has on record for the Employee:
 - (i) a Criminal Record Check obtained in the twelve (12) months immediately before the Employee's Start Date; or
 - (ii) a criminal record check obtained under the CRR Act for the Employee to "work with vulnerable adults", as that term is defined in the CRR Act, in the twelve (12) months immediately before the Employee's Start Date; or
 - (b) in section 13.3, if the Contractor has on record for the Employee a Certified Criminal Record Check obtained after the Criminal Record Check that indicates that the Employee has or may have a Criminal Record.

Obligation to assess risk to Participants

- 13.5 If a Criminal Record Check or Certified Criminal Record Check for any Employee described in section 13.2 (a) discloses a Criminal Record for a Relevant Offence, the Contractor must determine whether the Employee presents a risk of physical, mental, emotional or sexual abuse to any Participant.

Obligation to assess risk to Information Systems and Participant Funds

- 13.6 If a Criminal Record Check or Certified Criminal Record Check for any Employee described in section 13.2 (b) or (c) discloses a Criminal Record for a Security Related Offence, the Contractor must determine whether the Employee presents a risk of a breach of Information Systems security or a financial respecting Participant Funds.

Factors in assessing risk

- 13.7 In making a determination under section 13.5 or 13.6, the Contractor must consider the following:

- (a) whether the Employee's behaviour associated with the Relevant Offence or Security Related Offence in question, would, if repeated, pose a risk of, physical, mental, emotional or sexual abuse to any Participant, a breach of Information Systems security, or a financial loss respecting Participant Funds, as applicable;
- (b) the circumstances of the Relevant Offence or Security Related Offence in question, including the age of the Employee at the time of the Relevant Offence or Security Related Offence and the existence of any extenuating circumstances; and
- (c) any other factors that the Contractor considers relevant including, without restriction, the time elapsed since the occurrence of the Relevant Offence or Security Related Offence in question, subsequent actions of the Employee, the likelihood of the Employee repeating a similar kind of behaviour and any attempts at rehabilitation of the Employee.

Obligation if Employee presents a risk

13.8 If the Contractor determines:

- (a) pursuant to section 13.5 that an Employee presents a risk of physical, mental, emotional or sexual abuse to any Participant, the Contractor must immediately remove the Employee from the Services Team; or
- (b) pursuant to section 13.6 that an Employee presents a risk of a breach in Information Systems security or a risk of a financial loss respecting Participant Funds, the Contractor must immediately deny the Employee access to any Information Systems and any Participant Funds.

Provide Criminal Record Check or Certified Criminal Record Check to Province

13.9 The Contractor must provide to the Province forthwith, any Employee's Criminal Record Check or Certified Criminal Record Check, as applicable:

- (a) on the Province's request; or
- (b) on the Contractor's receipt of the Criminal Record Check or the Certified Criminal Record Check if,
 - (i) the Criminal Record Check or the Certified Criminal Record Check is for an Employee described in section 13.2 (a) and it indicates that the Employee has or may have a Criminal Record for a Relevant Offence; or

- (ii) the Criminal Record Check or the Certified Criminal Record Check is for an Employee described in section 13.2 (b) or (c) and it indicates that the Employee has or may have a Criminal Record for a Security Related Offence.

Province's request regarding Employee

13.10 Based solely on an Employee's Criminal Record Check or Certified Criminal Record Check, the Province may, in the Province's sole discretion, request that the Contractor immediately remove the Employee from the Services Team or immediately deny the Employee access to any Information Systems and any Participant Funds and the Contractor must comply with that request.

Failure to obtain or provide Criminal Record Check or Certified Criminal Record Check

13.11 If the Contractor fails to:

- (a) obtain for an Employee,
 - (i) a Criminal Record Check required pursuant to section 13.2, or
 - (ii) a Certified Criminal Record Check required pursuant to section 13.3; or

- (b) provide the Province pursuant to section 13.9, an Employee's Criminal Record Check or Certified Criminal Record Check, as applicable,

in addition to any other remedy available to the Province under this Agreement, the Province may, in the Province's sole discretion, request that the Contractor immediately remove the Employee from the Services Team or immediately deny the Employee access to any Information Systems and any Participant Funds and the Contractor must comply with that request.

Criminal Record Checks and Schedule G

13.12 The Contractor's obligations described in section 4 of Schedule G are in addition to and not in place of any of the Contractor's obligations under sections 13.2 to 13.11.

Article 14 GOVERNANCE

Governance meetings

- 14.1 The parties will maintain a strong working relationship and will meet in person or by teleconference four (4) times per year at regular intervals as may be scheduled by the Province to:
- (a) exchange information relevant to the parties' respective obligations under this Agreement;
 - (b) monitor and discuss the Contractor's performance of its obligations under this Agreement including service levels and deliverables; and
 - (c) identify, resolve and monitor, in a proactive and timely manner, any other issues relating to this Agreement.

Additional governance discussions

- 14.2 In addition to the governance meetings described in section 14.1, at the request of either party, the parties will meet in person or by teleconference to hold additional discussions regarding the Contractor's performance of its obligations under this Agreement.

Governance appointees

- 14.3 Each party will appoint an individual to represent the party at the governance meetings described in section 14.1 and the additional governance discussions described in section 14.2.

Contractor's governance obligations

- 14.4 At least five (5) business days before each governance meeting described in section 14.1, the Contractor will provide a report on the Contractor's performance of its obligations under this Agreement to the Province in accordance with any requirements described in Schedule A.

Province's governance obligations

- 14.5 The Province will record minutes of any governance meeting described in section 14.1 or any governance discussion described in section 14.2 and deliver a copy of those minutes to the Contractor within five (5) Business Days after the governance meeting or governance discussion.

Article 15 MISCELLANEOUS

Delivery of notices

- 15.1 Any notice contemplated by this Agreement, to be effective, must be in writing and delivered as follows:
- (a) by fax to the addressee's fax number or by email to the addressee's email address, both specified on the first page of this Agreement and in both cases it will be deemed to be received on the day of transmittal unless transmitted after the normal business hours of the addressee or on a day that is not a Business Day, in which cases it will be deemed to be received on the next following Business Day;
 - (b) by hand to the addressee's address specified on the first page of this Agreement, in which case it will be deemed to be received on the day of its delivery; or
 - (c) by prepaid post to the addressee's address specified on the first page of this Agreement, in which case if mailed during any period when normal postal services prevail, it will be deemed to be received on the fifth Business Day after its mailing.

Change of address or fax number

- 15.2 Either party may from time to time give notice to the other party of a substitute address, fax number or email address, which from the date such notice is given, will supersede for purposes of section 14.1 any previous address, fax number or email address specified for the party giving the notice.

Assignment

- 15.3 The Contractor must not assign any of the Contractor's rights or obligations under this Agreement without the Province's prior written consent. Upon providing written notice to the Contractor, the Province may assign to any person any of the Province's rights under this Agreement and may assign to any "government corporation", as defined in the *Financial Administration Act*, any of the Province's obligations under this Agreement.

Subcontracting

- 15.4 The Contractor must not subcontract any of the Contractor's obligations under this Agreement to any person without the Province's prior written consent, excepting persons listed in the Approved Subcontractors Schedule attached as Schedule C. No subcontract, whether consented to or not, relieves the Contractor from any obligations under this Agreement. The Contractor must ensure that:
- (a) any person retained by the Contractor to perform obligations under this Agreement; and
 - (b) any person retained by a person described in subsection (a) to perform those obligations,
- fully complies with this Agreement in performing the subcontracted obligations.

Waiver

- 15.5 A waiver of any term or breach of this Agreement is effective only if it is in writing and signed by, or on behalf of, the waiving party and is not a waiver of any other term or breach.

Modifications

- 15.6 No modification of this Agreement is effective unless it is in writing and signed by, or on behalf of, the parties.

Entire agreement

- 15.7 This Agreement (including any modification of it) constitutes the entire agreement between the parties as to performance of the Services.

Survival of certain provisions

- 15.8 Sections 2.9, 2.10, 3.1 to 3.8, 5.1 to 5.8, 6.1 to 6.4, 7.1, 7.2, 8.1 to 8.4, 9.1, 9.2, 9.5, 10.1 to 10.3, 11.2, 11.3, 11.5, 11.6, 12.1 to 12.3, 13.1 to 13.12, 15.1, 15.2, 15.8, and 15.10, any accrued but unpaid payment obligations, and any other sections of this Agreement (including schedules) which, by their terms or nature, are intended to survive the completion of the Services or termination of this Agreement, will continue in force indefinitely, subject to any applicable limitation period prescribed by law, even after this Agreement ends.

Schedules

- 15.9 The schedules to this Agreement (including any appendices or other documents attached to, or incorporated by reference into, those schedules) are part of this Agreement.

Independent contractor

- 15.10 In relation to the performance of the Contractor's obligations under this Agreement, the Contractor is an independent contractor and not:
- (a) an employee or partner of the Province; or
 - (b) an agent of the Province except as may be expressly provided for in this Agreement.

The Contractor must not act or purport to act contrary to this section.

Personnel not to be employees of Province

- 15.11 The Contractor must not do anything that would result in any person employed, retained or used by the Contractor or a Subcontractor in relation to providing the Services being considered employees of the Province.

Key Personnel

- 15.12 If one or more individuals are specified as "Key Personnel" of the Contractor in Schedule A, Part 5, the Contractor must cause those individuals to perform the Services on the Contractor's behalf, unless the Province otherwise approves in writing, which approval must not be unreasonably withheld.

Pertinent information

- 15.13 The Province must make available to the Contractor all information in the Province's possession which the Province considers pertinent to the performance of the Services.

Conflict of interest

- 15.14 The Contractor must not provide any services to any person in circumstances which, in the Province's reasonable opinion, could give rise to a conflict of interest between the Contractor's duties to that person and the Contractor's duties to the Province under this Agreement.

Time

- 15.15 Time is of the essence in this Agreement and, without limitation, will remain of the essence after any modification or extension of this Agreement, whether or not expressly restated in the document effecting the modification or extension.

Conflicts among provisions

- 15.16 Conflicts among provisions of this Agreement will be resolved as follows:
- (a) a provision in the body of this Agreement will prevail over any conflicting provision in, attached to or incorporated by reference into a schedule, unless that conflicting provision expressly states otherwise; and
 - (b) a provision in a schedule will prevail over any conflicting provision in a document attached to or incorporated by reference into a schedule, unless the schedule expressly states otherwise.

Agreement not permit nor fetter

- 15.17 This Agreement does not operate as a permit, license, approval or other statutory authority which the Contractor may be required to obtain from the Province or any of its agencies in order to provide the Services. Nothing in this Agreement is to be construed as interfering with, or fettering in any manner, the exercise by the Province or its agencies of any statutory, prerogative, executive or legislative power or duty.

Remainder not affected by invalidity

- 15.18 If any provision of this Agreement or the application of it to any person or circumstance is invalid or unenforceable to any extent, the remainder of this Agreement and the application of such provision to any other person or circumstance will not be affected or impaired and will be valid and enforceable to the extent permitted by law.

Further assurances

- 15.19 Each party must perform the acts, execute and deliver the writings, and give the assurances as may be reasonably necessary to give full effect to this Agreement.

Additional terms

- 15.20 Any additional terms set out in the attached Schedule F apply to this Agreement.

Governing law

- 15.21 This Agreement is governed by, and is to be interpreted and construed in accordance with, the laws applicable in British Columbia.

Article 16 INTERPRETATION

16.1 In this Agreement:

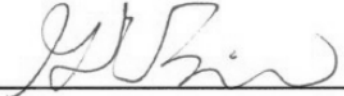

- (a) “includes” and “including” are not intended to be limiting;
- (b) unless the context otherwise requires, references to sections by number are to sections of this Agreement;
- (c) the Contractor and the Province are referred to as “the parties” and each of them as a “party”;
- (d) “attached” means attached to this Agreement when used in relation to a schedule;
- (e) unless otherwise specified, a reference to a statute by name means the statute of British Columbia by that name, as amended or replaced from time to time;

- (f) the headings have been inserted for convenience of reference only and are not intended to describe, enlarge or restrict the scope or meaning of this Agreement or any provision of it;
- (g) "person" includes an individual, partnership, corporation or legal entity of any nature; and
- (h) unless the context otherwise requires, words expressed in the singular include the plural and *vice versa*.

Article 17 EXECUTION AND DELIVERY OF AGREEMENT

17.1 This Agreement may be entered into by a separate copy of this Agreement being executed by, or on behalf of, each party and that executed copy being delivered to the other party by a method provided for in section 14.1 or any other method agreed to by the parties.

The parties have executed this Agreement as follows:

SIGNED on the <u>16</u> day of <u>April</u> , 20 <u>15</u> by the Contractor (or, if not an individual, on its behalf by its authorized signatory or signatories):	SIGNED on the <u>17</u> day of <u>April</u> , 20 <u>15</u> on behalf of the Province by its duly authorized representative:
	
Signature(s)	Signature
<u>GARY E BIRCH</u>	<u>Nichola Manning</u>
Print Name(s)	Print Name
<u>Executive Director</u>	<u>Assistant Deputy Minister</u>
Print Title(s)	Print Title

SCHEDULE A SERVICES

PART 1 TERM

- 1.1 The term of this Agreement commences **May 1, 2015** and ends on **March 31, 2018**.
- 1.2 The parties may agree to extend the term of this Agreement a maximum of two (2) times, each for a maximum of one (1) year, with a final end date no later than **March 31, 2020**.

PART 2 DEFINITIONS

- 2.1 In this Schedule and in Schedule B, unless the context otherwise requires, the following definitions apply:
- (a) **“Acquired Technology”** means any portion of an Assistive Technology Solution, including any necessary assessment, delivery, set up, installation, warranty, maintenance or service that the Contractor acquires for a Client from third party vendors or providers of Assistive Technology.
 - (b) **“Applicant”** means an individual who self identifies as having a Disability and who applies to the Contractor to become a Client.
 - (c) **“Application”** means a document created by the Contractor, the form and content of which is subject to the Province’s approval, that the Contractor and an Applicant must complete for the Applicant to apply to be a Client.
 - (d) **“Assistive Technology”** or **“AT”** means any product or service that is an assistive aid or device necessary to alleviate, reduce or remove disability related barriers that an individual who has a Disability experiences, but does not include any medical treatment or therapy, any support or service that is unrelated to employment, or any employment programming case management support or service.

- (e) **“Assistive Technology Agreement” or “AT Agreement”** means a document created by the Contractor, the form and content of which is subject to the Province’s approval, containing the terms of an agreement between the Contractor and each Client regarding Assistive Technology for the Client that must include descriptions of the Client’s need for Assistive Technology, the necessary and appropriate Assistive Technology solution to meet the Client’s need, the process for the Client to obtain that solution and the responsibilities and obligations in implementing that process, of
- (i) the Contractor,
 - (ii) the Client
 - (iii) the Client’s Employer, if the Client has Employment that is not Self-Employment, or is Volunteering, or
 - (iv) the Client’s confirmed or potential employer, if the Client has Imminent Work that is not Self-Employment.
- (f) **“BC Employment Assistance Client” or “BCEA Client”** means an individual receiving assistance from the Ministry under the *Employment and Assistance Act* or the *Employment and Assistance for Persons with Disabilities Act*.
- (g) **“British Columbia Government Entity”** means a government reporting entity as that term is defined in the *Budget Transparency and Accountability Act* (BC).
- (h) **“Client”** means an Applicant the Contractor accepts as a Technology at Work Program client and who receives intake, needs determination, acquisition, delivery, installation and training, and follow-up Client Services from the Contractor.
- (i) **“Client Expenditure”** means the total amount of money the Contractor pays for a Client’s Acquired Technology plus the costs the Contractor incurs for the Client’s Developed Technology, but excludes any financial contributions from the Client or the Client’s Employer.
- (j) **“Client Services”** means all services or products provided by the Contractor that are necessary to support individuals in the Technology at Work Program.
- (k) **“Developed Technology”** means any portion of an Assistive Technology Solution that the Contractor develops, produces or builds for a Client.

- (l) **"Disability"** means a physical, sensory or mental functional impairment that in the context of an individual's work environment reduces the ability of the individual to participate in Employment or Volunteering.
- (m) **"Employer"** means a person or organization that employs or receives Volunteering work or services from one or more individuals, but does not include a Public Sector Organization.
- (n) **"Employment"** means working for or providing a service to a person or organization in exchange for money or value under a contract for services or a contract of service, the terms and conditions of which comply with all applicable laws.
- (o) **"Employment Insurance Client" or "EI Client"** means an unemployed individual who, when requesting Assistive Technology services and supports from a Contractor:
 - (i) is an individual for whom an employment insurance benefit period is established under the *Employment Insurance Act*; or
 - (ii) had an employment insurance benefit period under the *Employment Insurance Act* that ended within the previous 36 months; or
 - (iii) had an employment insurance benefit period under the *Employment Insurance Act* period established for him or her within the previous 60 months, and
 - (I) was paid parental or maternity benefits under the *Employment Insurance Act*,
 - (II) subsequently withdrew from the labour force to care for one or more of his or her new-born children or one or more children placed with him or her for the purpose of adoption; and
 - (III) is seeking to re-enter the labour force; or
 - (iv) Received "provincial benefits" under a "provincial plan", as those terms are defined in section 76.01 of the *Employment Insurance Regulations* made under the *Employment Insurance Act*, within the previous 60 months, and
 - (I) if not for the provincial benefits paid under the provincial plan, would have been entitled to receive benefits under sections 22 or 23 of the *Employment Insurance Act*, and would have had a benefit period established for that purpose within the 60 months period;
 - (II) subsequently withdrew from active participation in the labour force to care for one or more of his or her new-born children or one or more children placed with him or her for the purpose of adoption; and

(III) is seeking to re-enter the labour market.

- (p) **“Imminent Work”** with respect to
 - (i) a Client’s Employment by or Volunteering for an Employer means a confirmed or potential Work Opportunity with a named Employer, at a known worksite and starting within 3 months, and
 - (ii) a Client’s Self-Employment means a confirmed or potential Work Opportunity that is not Volunteering, is starting within 3 months and for which the Client has a comprehensive business plan in place and is ready to begin work with the exception of a necessary Assistive Technology solution.
- (q) **“Fiscal Year”** means the period from April 1 of a calendar year to March 31 of the subsequent calendar year, inclusive of both dates.
- (r) **“Ministry”** means the Province’s Ministry of Social Development and Social Innovation, or any other ministry that may replace or assume the responsibilities of the Ministry of Social Development and Social Innovation.
- (s) **“Public Sector Organization”** means any British Columbia Government Entity or any ministry, department, corporation, organization or agency, operated or controlled by the government of Canada or by any local government as that term is defined in the *Local Government Act* (BC).
- (t) **“Quarter”** means each of the periods,
 - (i) January 1 to March 31,
 - (ii) April 1 to June 30,
 - (iii) July 1 to September 30, and
 - (iv) October 1 to December 31,of any year.
- (u) **“Resource Centre”** means facilities from or through which the Contractor will provide information about determining and acquiring Assistive Technology for the workplace and assistance navigating workplace Assistive Technology resources in British Columbia to individuals, Employers and other persons and organizations providing assistive technology, but excluding Public Sector Organizations.
- (v) **“Self-Employment”** with respect to an individual means Employment:
 - (i) providing services to a person or organization under a contract for services, including as a partner of another individual, or
 - (ii) by a corporation of which the individual controls more than 40% of the voting shares.

- (w) **“Supported Referral”** means a referral of a Client by the Contractor from the Technology at Work Program to another program or organization during which the Contractor supports the Client to successfully engage with the referred program or organization and includes ensuring that the Client knows where to go, how to get there and who to talk to.
- (x) **“Technology at Work Program”** means a program of the Ministry that helps individuals who have Disabilities, and Employers, determine and acquire Assistive Technology that meets the Employment or Volunteering needs of those individuals.
- (y) **“Volunteering”** means working for or providing a service to a person or organization with no expectation of remuneration of any type.
- (z) **“Work Opportunity”** means an opportunity to participate in Employment or Volunteering.
- (aa) **“WorkBC Employment Services Centre” or “WorkBC ESC”** means the 84 sites in British Columbia that are used to deliver services and supports under the Ministry’s Employment Program of British Columbia (EPBC).
- (bb) **“WorkBC Employment Services Centre Client” or “WorkBC ESC Client”** means an individual who is actively receiving case management services delivered through a WorkBC ESC.

PART 3 SERVICES

Background and Program Summary

- 3.1 The goal of the Technology at Work Program is that individuals who reside in British Columbia and who have Disabilities are able to maximize their full Employment potential by gaining and retaining sustainable Employment.
- 3.2 The objective of the Technology at Work Program is to provide Assistive Technology to individuals who have Disabilities and who have a disability related barrier in their Employment or Volunteering workplace or getting to that workplace.
- 3.3 The Technology at Work Program assists individuals who are in Employment or Volunteering or who are about to start a Work Opportunity.

- 3.4 The Technology at Work Program does not provide general employment services and supports (for example job search and training) to assist individuals plan for and find Work Opportunities.
- 3.5 The Technology at Work Program also is a resource for Employers, providing them with information and services to help them hire and support individuals who have Disabilities and require Assistive Technology in the workplace.
- 3.6 The Contractor will provide Services under this Agreement in accordance with the following guiding principles of the Technology at Work Program:
- (a) be flexible and allow multiple ways for individuals to access the Technology at Work Program;
 - (b) complement existing public programs;
 - (c) create partnerships that work together to support the individual and the Employer;
 - (d) be consistent and accountable in service delivery; and
 - (e) focus on Employment as the ultimate outcome for each individual.

Outputs

General

- 3.7 During each Fiscal Year of the Term; the Contractor will:
- (a) receive and process Applications for Assistive Technology from at least 400 Applicants;
 - (b) provide an Assistive Technology solution to at least 90% of the total number of Applicants in the Fiscal Year or 360 Clients, whichever is greater;
 - (c) support at least 200 individuals with Supported Referrals; and
 - (d) serve or support at least 200 Employers by providing
 - (i) Client Services to Clients who are their employees,
 - (ii) Assistive Technology advice to meet their needs, or
 - (iii) assistance to them through the Resources Centre by way of outreach or in response to Employer initiated contact.

Resource Centre

- 3.8 The Contractor will operate the Resource Centre from 2250 Boundary Road, Burnaby, British Columbia.
- 3.9 The Contractor will provide access to the Resource Centre and Resource Centre Services to:
- (a) any individual or Employer seeking support for Assistive Technology in the workplace;
 - (b) any person that is a member of an individual's support network; or
 - (c) any individual in Self-Employment or Employer interested in creating a more accessible workplace or needing expertise in Assistive Technology.
- 3.10 The Contractor will provide the following Services through the Resource Centre:
- (a) **Orientation and Initial Consultation**
 - (i) provide an overview of the Technology at Work Program services, supports and process, and
 - (ii) conduct an initial consultation with each individual or Employer to understand why the individual or Employer has contacted the Resource Centre;
 - (b) **Navigation**
 - (i) share knowledge of Assistive Technology options for the workplace,
 - (ii) share knowledge of services and supports available through WorkBC ESCs, other Assistive Technology vendors or providers and programs, and community organizations that support individuals who have Disabilities, and
 - (iii) refer, as appropriate, individuals to other programs and organizations using best practices for Supported Referrals; and
 - (c) **Employer Outreach**
 - (i) invite Employers to learn more about Assistive Technology in the workplace, either directly or through business organizations such as Chambers of Commerce, Boards of Trade, entrepreneurial groups, business groups, CEO groups, peer mentoring groups, or women in business groups, and
 - (ii) refer, as appropriate, Employers to community based Assistive Technology resources.

3.11 The Contractor must:

- (a) develop a written Employer outreach plan that identifies and describes the activities that the Contractor will implement to provide outreach assistance Services to Employers; and
- (b) deliver to the Province,
 - (i) a copy of the plan by no later than June 30, 2015, and
 - (ii) a copy of any updated version of the plan by the end of each Fiscal Year during the Term.

Client Services

3.12 The Contractor may provide Client Services to any individual who meets all of the following eligibility criteria:

- (a) has a Disability;
- (b) is a resident of British Columbia;
- (c) is at least 16 years of age;
- (d) is permitted under all applicable laws to work in Canada;
- (e) has Employment or is Volunteering with an Employer, has Self-Employment, or has Imminent Work;
- (f) has a disability related barrier in the workplace, or in travelling to the workplace and Assistive Technology is necessary to address that barrier; and
- (g) is not actively case managed by a WorkBC Employment Services Centre or a WorkBC ESC service provider.

3.13 The Contractor may provide Assistive Technology to a Client only if the Assistive Technology is required for the Client to avoid the loss of existing Employment or Volunteering or to start Imminent Work.

3.14 When providing Client Services to a Client, the Contractor will consult, after obtaining the Client's consent, with the Client's:

- (a) Employer if the Client has Employment that is not Self-Employment, or is Volunteering; or
- (b) confirmed or potential Employer if the Client has Imminent Work that is not Self-Employment.

- 3.15 The Contractor will follow the principles of administrative fairness in making any decision regarding providing Client Services to Clients. The Contractor will fully document each such decision and retain all supporting evidence.
- 3.16 The Contractor will establish flexible and efficient policies, practises and procedures, in writing, for determining the Client Services for each Client while ensuring cost-effectiveness and overall accountability for Technology at Work Program funding. The Contractor will provide copies of these policies, practises and procedures to the Province at the Province's request.
- 3.17 The Contractor will provide to each Applicant or Client, in accordance with this Schedule A, any of the following types of Client Services necessary to support the Applicant or Client in the Technology at Work Program:
- (a) intake;
 - (b) needs determination;
 - (c) acquisition;
 - (d) delivery, installation and training; and
 - (e) follow-up.

Intake

- 3.18 The Contractor will provide the following intake Client Services to any individual seeking to make an Application to become a Client:
- (a) assess the individual's existing or confirmed or potential Employment or Volunteering situation and needs;
 - (b) determine the individual's eligibility for further Client Services based on the eligibility criteria set out in section 3.12;
 - (c) complete an Application form with each individual that fully documents the reasons for the individual's eligibility or ineligibility for further Client Services, including the following information:
 - (i) the name of any program or agency that referred the individual,
 - (ii) the name of any program or agency (e.g. WorkSafe BC, Insurance Corporation of British Columbia, long term disability insurance) providing support similar to the Technology at Work Program and of which the individual is a client,
 - (iii) personal characteristics of the individual:
 - (I) type of disability,

- (II) geographic location, and
 - (III) education and employment background; and
- (iv) characteristics of the individual's work situation:
 - (I) existing Employment or Volunteering, or Imminent Work,
 - (II) type of work (i.e. Employment, Self-Employment or Volunteering),
 - (III) duration of work (i.e. temporary, seasonal or permanent), and
 - (IV) number of hours per week;
- (d) if the individual has Employment that is not Self-Employment, or is Volunteering, obtain verification from the individual's Employer of the individual's Employment or Volunteering;
- (e) if the individual has Employment that is Self-Employment, obtain verification of the individual's Employment;
- (f) if the individual has Imminent Work that is not Self-Employment, obtain verification from the individual's confirmed or potential Employer of the individual's expected Employment or Volunteering start date;
- (g) if the individual has Imminent Work that is Self-Employment, obtain verification of the individual's expected start date;
- (h) refer any individual who is actively case managed by a WorkBC Employment Services Centre or a WorkBC ESC service provider back to WorkBC ESC;
- (i) refer any individual who is in Employment or Volunteering with a Public Sector Organization, or who has Imminent Work with a Public Sector Organization, back to the Public Sector Organization; and
- (j) refer any individual who is not in Employment or Volunteering and who does not have Imminent Work to the WorkBC ESC in the individual's community, using best practices for making Supported Referrals.

Needs Determination

3.19 The Contractor will provide the following needs determination Client Services to any individual the Contractor accepts as a Client to receive further Client Services:

- (a) assess collaboratively with the Client, the Client's needs related to his or her Employment, Volunteering or Work Opportunity and disability;
- (b) enter into an Assistive Technology Agreement with the Client;

- (c) determine and fully document in the Client's Assistive Technology Agreement, the following:
 - (i) the Client's self-described disability situation and disability related barrier in his or her workplace,
 - (ii) if the Client is in Employment,
 - (I) the reason for a need at this time,
 - (II) any recent change in the Client's work environment, and
 - (III) whether existing technology has stopped working,
 - (iii) whether the Client already has a relevant needs assessment,
 - (iv) whether more information is required to understand the Client's worksite, disability situation and disability related barrier, after obtaining the Client's informed consent and consulting with
 - (I) the Client's Employer, if the Client has Employment that is not Self-Employment or is Volunteering,
 - (II) the Client's confirmed or potential Employer, if the Client has Imminent Work that is not in Self-Employment, or
 - (III) a person with appropriate professional qualifications to do Assistive Technology assessments,
 - (v) the Client's self-described Assistive Technology solution,
 - (vi) the most appropriate Assistive Technology solution, after consulting and collaborating, as may be necessary, with
 - (I) the Client,
 - (II) the Client's Employer, if the Client has Employment that is not Self-Employment or is Volunteering,
 - (III) the Client's confirmed or potential Employer, if the Client has Imminent Work that is not Self-Employment, or
 - (IV) a person with appropriate professional qualifications to do Assistive Technology assessments,
 - (vii) any actions and steps necessary to trial potential Assistive Technology solutions to assist with making a final decision on the most appropriate Assistive Technology solution,
 - (viii) the approximate cost of the chosen Assistive Technology solution,
 - (ix) any costs related to the chosen Assistive Technology solution (e.g. a professional assessment), and
 - (x) a full explanation of how the chosen Assistive Technology solution meets the eligibility criteria.

- 3.20 The Contractor will ensure that the Contractor and a Client amend the Client's Assistive Technology Agreement at any time that the Client and the Contractor agree that relevant information and decisions regarding the Client's need for Assistive Technology change.

Acquisition

- 3.21 The Contractor will provide the following acquisition Client Services to any Client for whom the Contractor identifies and chooses an Assistive Technology solution:
- (a) identify and document viable options for acquiring the chosen Assistive Technology solution;
 - (b) determine all necessary vendor or provider services associated with obtaining the chosen Assistive Technology solution and the proposed Client Expenditure for the chosen Assistive Technology solution;
 - (c) ensure that the acquisition process reflects the cost of the chosen Assistive Technology solution (i.e. a more expedited acquisition process for lower cost Assistive Technology and a more rigorous acquisition process for higher cost Assistive Technology);
 - (d) identify and determine funding contributions for the chosen Assistive Technology solution from one or more of,
 - (i) the Client,
 - (ii) the Client's Employer, if the Client has Employment that is not Self-Employment or is Volunteering,
 - (iii) the Client's confirmed or potential Employer, if the Client has Imminent Work that is not Self-Employment, and
 - (iv) other programs,while always considering an Employer's duty under the *Human Rights Code* to accommodate an individual with a disability; and
 - (e) the following specific Client Services:
 - (i) determining and documenting a detailed acquisition process that includes identifying the roles and activities to be undertaken during the acquisition process by each of,
 - (I) the Client,
 - (II) the Client's Employer, if the Client has Employment that is not Self-Employment or is Volunteering,
 - (III) the Client's confirmed or potential Employer, if the Client has Imminent Work that is not Self-Employment, and

- (IV) the Contractor,
- (ii) determining the necessary timeframe for acquisition of the chosen Assistive Technology solution,
- (iii) collecting all relevant and necessary information to compare vendors or providers of the chosen Assistive Technology solution,
- (iv) obtaining information on vendor or provider service offerings (e.g. trialling, delivery, installation, training, warranty and maintenance) as may be applicable for the chosen Assistive Technology solution,
- (v) determining whether it is appropriate for the chosen Assistive Technology solution to be owned by the Client or by the Client's Employer, if the Client has Employment that is not Self-Employment or is Volunteering, and
- (vi) documenting in detail in the Assistive Technology Agreement, the acquisition plan for the chosen Assistive Technology solution, including the funding contributions.

3.22 The Contractor may not reimburse any person for any costs incurred to acquire Assistive Technology for a Client. If,

- (a) a Client,
- (b) a Client's Employer, if the Client is in Employment that is not Self-Employment or is Volunteering,
- (c) a Client's confirmed or potential Employer, if the Client has Imminent Work that is not in Self-Employment, or
- (d) another program,

will be making funding contributions for the chosen Assistive Technology solution, the Contractor will ensure that the vendor or provider invoices each funding contributor separately.

3.23 If the Contractor determines an acquisition plan for a Client's Assistive Technology solution that includes a proposed Client Expenditure that is:

- (a) less than \$10,000 for each Fiscal Year of the Term, the Contractor may proceed with the acquisition plan without Ministry approval; or
- (b) \$10,000 or more in any Fiscal Year of the Term, the Contractor must obtain Ministry approval before proceeding with the acquisition plan.

- 3.24 The Province may, in the Province's sole discretion, at any time during the Term, adjust the \$10,000 Fiscal Year Client Expenditure limit set out in section 3.23 and set an effective date for the adjusted limit. The Province will notify the Contractor of any adjusted limit in advance of the effective date for the adjusted limit.
- 3.25 The Contractor may not provide any Assistive Technology service to a Client that is more than four (4) weeks in duration.

Delivery, Installation and Training

- 3.26 The Contractor will provide the following delivery, installation and training Client Services to each Client for whom the Contractor identifies and chooses an Assistive Technology solution:
- (a) Specifying, arranging and coordinating the delivery and installation of the Assistive Technology in accordance with the Client's Assistive Technology Agreement; and
 - (b) identifying and coordinating any training necessary for the Client to use the Assistive Technology in accordance with the Client's Assistive Technology Agreement.

Follow-Up

- 3.27 The Contractor will provide the following follow-up Client Services to ensure that each Client's chosen Assistive Technology solution is appropriately supporting the Client's Employment or Volunteering:
- (a) instruct the Client about servicing, maintaining and repairing the Assistive Technology;
 - (b) twice contact the Client and the Client's Employer (if the Client has Employment that is not Self-Employment, or is Volunteering), either individually or collectively and address any concerns or challenges regarding the Assistive Technology,
 - (i) first, between one and two weeks after providing the Assistive Technology to the Client, and
 - (ii) second, three months after providing the Assistive Technology to the Client; and
 - (c) provide any additional services or Supported Referrals that the Client may need.

Issues Resolution

- 3.28 The Contractor will establish an issues resolution process to ensure effective and timely full response to any:
- (a) request by or on behalf of a Client for review of a decision made by the Contractor regarding an Assistive Technology solution for the Client; or
 - (b) complaint about the Technology at Work Program by any person.
- 3.29 The Contractor will acknowledge receipt of any request for review of a decision or complaint regarding Assistive Technology for a Client as soon as reasonably possible and provide an expected response time. The Contractor will provide progress updates to the Client or complainant every five (5) business days if a full response from the Contractor takes more than ten business days. The Contractor will maintain a record of all requests for review of decisions and complaints, including the date of the review request or complaint, the nature of the issue, the outcome and the date of full response.
- 3.30 The Contractor will refer any request for review of a decision or complaint from:
- (a) a Member of Parliament or Member of the Legislative Assembly on behalf of a constituent,
 - (b) the media,
 - (c) any ministry of the Government of British Columbia, or
 - (d) the Government of Canada, or any department or agency or the Government of Canada,
- to the Ministry. The Ministry may consult with the Contractor in preparing any response.
- 3.31 The Contractor will immediately notify the Ministry of any issues that cannot be resolved between the Contractor and an individual or organization and provide the Ministry with background about efforts to resolve the issue.
- 3.32 The Contractor will post the Contractor's issues resolution processes and policies in an area that is visible to all Clients using the Contractor's physical and online facilities. The Contractor will provide any Client with a copy of those processes and policies upon request.

- 3.33 In the event that the Contractor refuses to provide a Client Service to a Client that is the result of an exercise of discretion by the Contractor (and not Ministry policy, law, or Client eligibility criteria or Assistive Technology funding restrictions imposed by this Agreement) and the Client requests a review of that refusal, the Contractor will offer the Client an opportunity to have the refusal decision reconsidered by a different person who has sufficient applicable knowledge and expertise and will provide a fair, objective and informed decision that follows the principles of administrative fairness.
- 3.34 The Contractor will ensure that reviewer provides the Contractor with the reviewer's decision in writing. The Contractor will share the reviewer's decision with the Client and with the Province on the Ministry's request.
- 3.35 The Province will not reconsider or review any decision of the Contractor regarding the providing of Client Services to Clients. The Contractor will inform all Clients that reconsideration or review by the Province of any decision of the Contractor is not available.

Inputs

- 3.36 Contractor will:
- (a) provide the Client Services primarily from 2250 Boundary Road, Burnaby, British Columbia and also from physical facilities located at:
 - (i) Victoria,
 - (ii) Sechelt,
 - (iii) Nanaimo,
 - (iv) Kelowna,
 - (v) Nelson,
 - (b) have capability to provide Client Services from physical facilities located at:
 - (i) Vancouver,
 - (ii) Salt Spring Island,
 - (iii) Abbotsford/Mission
 - (iv) Armstrong,
 - (v) Cranbrook,
 - (vi) Creston,
 - (vii) Fort St. John,
 - (viii) Kamloops,
 - (ix) Prince George,

- (x) Prince Rupert,
 - (xi) Trail/Castlegar, and
 - (xii) Vernon.
- (c) ensure that all Client Services are available to Clients and the Resource Center is available to all persons described in section 3.9,
 - (i) for a minimum of 40 office hours per week during the Term (except for any week containing a British Columbia statutory holiday), and
 - (ii) during uniform business hours of operation from 8:30 AM to 4:30 PM Monday to Friday of each week during the Term (except for British Columbia statutory holidays);
- (d) have a toll-free telephone line, the number for which the Contractor will advertise widely throughout British Columbia;
- (e) monitor the general toll-free telephone line for calls during office hours;
- (f) have voice-mail answering services for the general toll-free telephone line for non-office-hours;
- (g) have a Technology at Work Program e-mail address and monitor it during office hours;
- (h) have a Technology at Work Program website that includes Program information, contact information and options;
- (i) establish any other service delivery channels necessary to deliver Client Services throughout British Columbia using any combination of itinerant (including via mobile lab resource centre), telephone, online and other means of distance service delivery;
- (j) use a service delivery approach that minimizes the cost of providing Assistive Technology to each Client, thus maximizing the Technology at Work Program budget;
- (k) ensure the Technology at Work Program is accessible to all individuals throughout British Columbia who have Disabilities ;
- (l) provide information and Client Services so as to accommodate all disabilities, which may include
 - (i) providing information or services using alternative text,
 - (ii) providing interpretation or captioning services, and
 - (iii) hosting websites that are compatible with common Assistive Technologies;

- (m) ensure that information about the Technology at Work Program Services is available in French;
 - (n) ensure that Services are available in French where there is sufficient demand for such Services; and
 - (o) ensure that any physical location the Contractor uses for service delivery
 - (i) is a welcoming, safe and professional environment,
 - (ii) is accessible from regular transportation routes (including via public transportation) and has motor vehicle parking within close proximity, and
 - (iii) has effective public access for individuals with restricted mobility in accordance with British Columbia Building Code accessibility standards for doorways, corridors, stairs, washrooms, elevators, signage and meeting space.
- 3.37 The Contractor will deliver the Technology at Work Program to complement existing publicly funded programs.
- 3.38 The Contractor will actively engage with and create and maintain strong working relationships with partners throughout British Columbia, including Employers, WorkBC ESC service providers, Assistive Technology vendors and providers, other Assistive Technology programs, and community organizations that support individuals who have Disabilities to develop a comprehensive understanding of the roles of those partners in supporting individuals who have Disabilities in Employment and Volunteering and to and build a network of support to best serve Clients and Employers.
- 3.39 The Contractor will conduct marketing, promotional and outreach activities to ensure that the Technology at Work Program has presence throughout British Columbia. This may include:
- (a) advertisements in community newsletters;
 - (b) the distribution of information (e.g. brochures) to community centres;
 - (c) yellow pages advertising; and
 - (d) website and internet presence.
- 3.40 The Contractor will ensure that any print or website information the Contractor uses in marketing, promotional and outreach activities is accessible to all individuals who have Disabilities, including by alternative text and is compatible with JAWS and Dragon Naturally Speaking.

- 3.41 At the request of the Ministry, the Contractor will submit to the Province a summary of the Contractor's marketing, promotional and outreach activities, along with copies of any marketing, promotional and outreach material.

Outcomes

- 3.42 Through the delivery of the Services, the Province wishes to realize the following outcomes and, without limiting the obligation of the Contractor to comply with other provisions of this Part, the Contractor must use reasonable commercial efforts to achieve them:
- (a) individuals who need Assistive Technology are supported to achieve and sustain Employment;
 - (b) Employers are supported to hire and retain individuals who need Assistive Technology;
 - (c) Service delivery is effective and efficient;
 - (d) Technology at Work Program spending is accountable and contributes to an increased number of Employment successes; and
 - (e) partnerships amongst service providers, Employers and disability advocates and organizations are leveraged to support individuals who have Disabilities in accessing supports and services needed for Employment.
- 3.43 The parties acknowledge that the Contractor does not warrant that these outcomes will be achieved.

Reporting

- 3.44 The Contractor will provide a report to the Province at the end of every Quarter that the Province will use to monitor and manage the Contractor's performance of the Contractor's obligations under this Agreement and overall Technology at Work Program performance, meet the Province's Canada Job Fund reporting requirements and support the Province's decision making regarding the Technology at Work Program. The Province will determine the form and content of each report, which will include the following information:
- (a) **Resource Centre Results**
 - (i) Performance Measures
 - (I) N/A
 - (ii) Supplementary information

- (I) Number of individuals receiving orientation and initial consultation services through the Resource Centre and the reason each individual contacted the Resource Centre
 - (II) Number of individuals receiving navigation services through the Resource Centre and types of specific services and information provided to them
- (b) **Client Results**
 - (i) Performance Measures
 - (I) Number of Applications
 - (II) Percentage of Applications that result in Assistive Technology Agreements
 - (III) Percentage of Clients that remain Employed or Volunteering three months after receiving their Assistive Technology solution
 - (IV) Number of Supported Referrals
 - (ii) Supplementary information
 - (I) Name and number of referrals to the Contractor by program or organization
 - (II) Characteristics of Client (e.g. type of disability; geographic location; and education and employment background)
 - (III) Number and types of Assistive Technology funded
 - (IV) Number and types of supported Clients (by Employment, Volunteering, and Self-Employment)
 - (V) Number and types of supported work opportunities (by Employment, Volunteering and Self-Employment) and relevant characteristics of the work opportunities (e.g. hours of work)
 - (VI) Status of each Client three months after receiving his or her Assistive Technology solution
 - (VII) Number of Clients returning for additional Assistive Technology service
 - (VIII) Success stories where Technology at Work helped a Client get or keep Employment or Volunteering;
- (c) **Employer Results**
 - (i) Performance Measures
 - (I) Number of Employers served through the Resource Centre
 - (II) Number of activities implemented as described in the Employer outreach plan developed by the Contractor
 - (ii) Supplementary information

- (I) Names of all Employers that contacted the Resource Centre, and types of services and information provided to them
 - (II) Success stories where Technology at Work helped the Employer create a more accessible worksite;
- (d) **Service Delivery**
 - (i) Performance Measures
 - (I) Percentage of Clients that have the Assistive Technology Agreement signed within two weeks of initial intake Client Services
 - (II) Percentage of Clients and Employers receiving timely follow-up Client Services as defined by the program
 - (ii) Supplementary Information
 - (I) Number of Clients served in French
- (e) **Financial Performance**
 - (i) Performance Measures
 - (I) Average Client Expenditure (for the Quarter and cumulative for the Fiscal Year)
 - (II) Percentage of Assistive Technology Agreements that have Client or Employer financial contributions
 - (ii) Supplementary Information
 - (I) Total Client Expenditures
 - (II) Any other information necessary for the Province to meet Canada Job Fund accountability requirements;
- (f) **Partnership Results**
 - (i) Performance Measures
 - (I) N/A
 - (ii) Supplementary Information
 - (I) Number of individuals referred to and from WorkBC ESCs, the names of each individual referred and the geographic location of each referral
 - (II) Number of Supported Referrals made and the name of each individual provided with a Supported Referral
 - (III) List of service delivery partners engaged and how those relationships have been leveraged to support individuals and Employers (e.g. Assistive Technology vendors or providers, other Assistive Technology programs, community organizations)

Records Management

3.45 The Contractor will:

- (a) for all Material that is in the possession of the Contractor as a result of this Agreement, maintain a paper or electronic filing and storage system that limits recognition of “personal information” as that term is defined in Schedule E to this Agreement.
- (b) create and maintain a separate personal file for each individual to whom the Contractor provides Client Services.
- (c) manage all Material that is in the possession of the Contractor as a result of this Agreement in accordance with the Ministry’s *“Records Management for Contractor Guidelines”*, as may be amended from time to time by the Province, the current version of which is attached to this Schedule as Appendix A1.

3.46 All Material, including all Client personal files, that is in the possession of the Contractor as a result of this Agreement are, pursuant to articles 6.2, 6.3 and 6.4 of this Agreement, the sole property of the Province and under the control of the Province and the Contractor must provide such Material, including all Client personal files, to the Province forthwith at the end of the Term in accordance with the *“Records Management for Contractor Guidelines”*.

PART 4. PERFORMANCE MANAGEMENT

- 4.1 The Province will manage and assess the Contractor’s performance of the Contractor’s obligations under this Agreement through regular monitoring of specific performance measures and supplementary information.
- 4.2 The performance measures for the Technology at Work Program and the corresponding performance standards that the Contractor is required to meet are set out in Table 1 below.
- 4.3 The Contractor will report to the Province on the performance measures set out in Table 1 below for each Quarter during the Term in accordance with section 3.42.

Table 1: Contract Performance Measures

Contract Performance Measures		
Topic	Performance Measure	Performance Standard
1. Client Results	1.1 Minimum number of Applications from individuals per year	400
	1.2 Minimum percentage of Applications that result in an Assistive Technology Agreement with a Client	90%
	1.3 Minimum percentage of Clients that remain in Employment or Volunteering three months after receiving their Assistive Technology solution	85%
	1.4 Minimum number of Supported Referrals per year	200
2. Employer Results	2.1 Minimum number of Employers served through the Resource Centre per year	200
	2.2 Minimum percentage of activities implemented as described in the Employer outreach plan developed by the Contractor	90%
3. Service Delivery	3.1 Minimum percentage of Clients that have the Assistive Technology Agreement signed within 2 weeks of receiving intake Client Services	70%
	3.2 Minimum percentage of Clients and Employers receiving follow-up Client Services within the time-lines set out in section 3.27 (b)	90%
4. Financial Performance	4.1 Maximum Average Client Expenditure per year	\$6,000
	4.2 Minimum percentage of Assistive Technology Agreements that require Client or Employer financial contributions	60%

- 4.4 The Province may, in the Province's sole discretion, at any time during the Term, adjust any performance standard set out in Table 1 and set an effective date for the adjusted standard. The Province will notify the Contractor of any adjusted standard in advance of the effective date for the adjusted standard.

PART 5 RELATED DOCUMENTATION

- 5.1 The Contractor must perform the Services in accordance with the obligations set out in this Schedule and any engagement letter, solicitation documents excerpt, proposal excerpt or other documentation attached as an Appendix to or specified as being incorporated by reference in, this Schedule.
- 5.2 The current version of the Ministry's "*Records Management for Contractor Guidelines*" is attached to this Schedule as Appendix A1.
- 5.3 The Contractor's proposal dated March 11, 2015 and submitted to the Ministry in response to Request for Proposals Number ELMS-301 for the Technology at Work Program issued by the Ministry on February 16, 2015 is incorporated by reference into this Schedule A, except for any provision in the Contractor's proposal that contradicts any term of Request for Proposals Number ELMS-301. Any such provision is disregarded and not incorporated into this Schedule A.

PART 6 KEY PERSONNEL

- 6.1 There are no Key Personnel of the Contractor.

SCHEDULE A
Appendix A1 – Records Management Guidelines for Contractors



Ministry of
Housing and
Social Development

**Employment and Labour
Market Services Division**

Records Management for Contractor Guidelines

Approved: September 30 2010
Contact: ELMSD Record Clerk

INTRODUCTION

As outlined in your contract with the Ministry of Housing and Social Development (the Ministry), specifically Article 5 – Privacy, Security and Confidentiality, Article 6 – Material and Intellectual Property, the Privacy Protection Schedule (Schedule E) and the Security Schedule (Schedule G), as a contractor you are required to comply with certain records management responsibilities.

The guidelines contained in this document are meant to assist you in meeting this responsibility in several key areas such as storage of client records (paper and/or electronic files), file management and as well the record management with any third-party service providers.

Records Management Guidelines:

1.0 Ownership

All records in the custody of the ministry or over which the ministry exercises control are considered to be the property of the BC Provincial Government. Such records are subject to the access and privacy provisions of the *Freedom of Information and Protection of Privacy Act (FOIPPA)* and to the *Document Disposal Act (DDA)*. Typically, there are two types of records involving contractors, which are affected by these Acts:

1. Records in the custody and under the control of the Ministry (e.g. proposals, bids, contracts, invoices); and
2. Records under the control of the Ministry which may be in the Ministry's custody or in the contractor's custody (e.g., records created or collected by the contractor during the term of the contract).

The ministry does not have custody or control over the contractor's administrative records.

The ministry control pertains only to those records created and/or collected in direct relationship to the contracted services (e.g., client files, program delivery records, publications, etc.). The contract may specify the types of records the contractor will be required to create and maintain.

The following are examples of the types of records (paper and electronic) that may be in the custody of the contractor for the term of the contract but which would be under the ministry's control:

- client evaluations;
- client assessments;
- client applications and other forms provided by the Ministry;
- client training plans;
- information on benefits (financial and service) supplied to the client(s);
- client class and/or session attendance lists;
- project and/or contract evaluation records/information;
- training packages/information newly developed under the terms of the contract and/or as an element of the services being contracted;
- all forms whether created by the Ministry or by the contractor for the purpose of client intake, assessment or tracking;
- client tracking tools whether paper or electronic, including the procedural guidelines related to development or revision of these tools; and
- all electronic data created during the course of the contract that relates to the contract.

2.0 Security

The Contractor must protect personal information by making reasonable security arrangements against such risks as unauthorized access, collection, use, disclosure or disposal.

Reasonable security includes:

- using encryption methodology for all sensitive or personal information computers and portable storage devices;
- storing records containing personal information in locked storage rooms, filing cabinets or desk drawers;
- controlling the distribution of keys or lock combinations;
- locating computers or work stations in secure areas;
- ensuring personal information is not left unattended in unsecured areas while being worked on, during transit or while in interim storage;
- maintaining access controls on computer systems;
- incorporating user security levels in file check-out procedures;
- limiting access to records containing personal information to authorized personnel; and
- ensures no personal information relating to ministry clients is retained in any form after the conclusion of the contract.

3.0 Contract File Maintenance and Standards

If your contract involves ministry client information, individual client files *may be* required. If you are unsure please communicate with your Ministry Contract Manager or delegated staff person for clarification.

- Individual client files should be grouped into individual case files by program.

For example:

EPPD – ED0012345

BCEP – EM0012345

Client files may be kept alphabetically if, for example, no program number exists. From a privacy perspective it is preferable to store files containing personal information in such a way as to prevent easy recognition of individual clients by unauthorized people.

- If the client information exists only on “class lists”, then such lists might be arranged by the dates the classes were delivered or by the subject of the class.

Standard File Requirements:

- letter size file folders (to be provided by contractor);
- all documents affixed within the file with a two-prong file-backer;
- all documents in the file should include a date if known; documents arranged chronologically with the most recent at the top, and
- File should not exceed 1 inch in thickness (open multiple volumes as needed and label appropriately).

4.0 Transfer of Records to Ministry

The ministry contract manager, or delegated staff person, will communicate with the contractors to make arrangements for applicable records to be returned to the ministry on an annual basis or at the conclusion of the contract. Confirmation will be given to the contractor when custody of the records has been transferred to the ministry.

When returning contract material (client files), contractor must ensure that:

- Records are itemized on a Box Content List;
- Records are returned in reasonable order and by secure means. Records must be boxed and listed in an acceptable fashion (logical order) as part of the duties associated with the contract.

- The closed client files are complete and this includes all information about a client that is in the possession of the contractor.
All existing electronic files created during the term of the contract must be printed off and included in the file. Once the information is verified, contractors must dispose of all electronic information, meaning complete obliteration beyond any possible reconstruction of the data.
- Service Provider **does not retain** any personal information belonging or relating to clients that has been collected and/or created under the terms of the contract, beyond the terms of the contract other than personal information required for financial audit purposes.

5.0 Contract File Closure

At the termination of the contract, the ministry contract manager will make arrangements to receive the material and/or remaining material.

- Refer to *Checklist - Client Files Returned to Ministry for Disposition* for transfer of records return to ministry.

Records Management Terms

Accession	A number identifying a group of records to be transferred to off-site storage facility or archival storage.
Client File/Record	May include any materials related to a client such as but not limited to individual evaluations; assessments; applications, forms provided by the Ministry; training plans; information on benefits (financial and service) supplied to the client(s); evaluation records/information; training packages; all forms whether created by the Ministry or by the contractor for the purpose of client intake, assessment or tracking; and all electronic data created during the course of the contract that relates to the client.
Confidentiality	The limitation/restriction on the distribution/disclosure of information.
Contractor Administrative Records	Records belonging to a contractor, such as personnel records, heating and phone bills, etc.
Control	The power or authority to manage, restrict, regulate or administer the use or disclosure of the record.
Custody	The physical possession of a record.
Material	Any and all findings, data, specifications, drawings, working papers, reports, surveys, spread sheets, evaluations, documents and databases (both printed and electronic, including, but not limited to, hard disks, diskettes and information recorded on hand-held devices) and any other records, whether complete or not, that are collected, created, or otherwise acquired by the Contractor or any subcontractor with respect to this Agreement (collectively, the "Material"). Material is the exclusive property of the Province, with the exception of any operating manuals and/or documentation developed and used internally for general operational purposes by the Contractor.

Records Management Terms

One-Time Accession	An accession number which is used by a single office for a one-time transfer of records to the off-site storage facility.
ORCS <i>Operational Records Classification System</i>	The government-wide standard for classification, filing, automated retrieval and disposition scheduling of operational records.
Personal Information	Defined in the <i>Freedom of Information and Protection of Privacy Act (FOIPPA)</i> as recorded information about an <i>identifiable</i> individual (e.g. given name, Social Insurance Name (SIN), date of birth (DOB), gender, employment or financial information).
Privacy	A right given to individuals under the <i>Freedom of Information and Protection of Privacy Act (FOIPPA)</i> to have their personal information protected from unauthorized collection, access, use, disclosure and disposal.
Record	Includes books, documents, maps, drawings, photographs, letters, vouchers, papers and any other thing on which information is recorded or stored by any means whether graphic, electronic, mechanical or otherwise; held by or in any ministry, agency, board or commission, committee or council responsible to the Province of British Columbia. (<i>Interpretation Act</i>)
Records Custodian	The Records Custodian looks after the day to day records of records management and prepares records for off-site storage and all other aspects of a record through its life cycle.
Transitory Records	<p>Records that have temporary usefulness and are only required for the completion of a routine action or the preparation of another record.</p> <p>Transitory records are not:</p> <ul style="list-style-type: none">• an integral part of an administrative or operational records series;• filed regularly with standard records or filing systems, and• required to meet statutory obligations or to sustain administrative or operational functions.

Acronyms

ARCS	Administrative Records Classification System
CM	Contract Manager
CY	Calendar Year
DDA	Document Disposal Act
DE	Destruction
DRC	Divisional Records Clerk
FD	Final Disposition
FOIPPA	Freedom of Information and Protection of Privacy Act
FR	Full Retention
FY	Fiscal Year
IAO	Information Access Operations
MRO	Ministry Records Officer
MRC	Ministry Records Clerk
NON-OPR	Non Office of Primary Responsibility
OFS	Off-Site Storage
OPR	Office of Primary Responsibility
PIB	Personal Information Bank
PUR	Public Use Record
PPS	Privacy Protection Schedule
RC	Records Custodian (Field Office)
RDA	Records Destruction Application
RRFC	Regional Records & Forms Coordinator (located in Ministry Regional Office)
SA	Semi-Active
SIN	Social Insurance Number
SO	Superseded or Obsolete
SR	Selective-Retention
TR	Transitory Records
VR	Vital Records

CHECKLIST – Client Files Returned to Ministry for Disposition

Checklist for Records Return Closed Client Employment Program Files

Note: The party requesting records to be off-sited can be either ministry staff or ministry service providers as the circumstances deem appropriate, for example: Service Provider (SP) or ELMSD Requestor (ER), the process is the same for both circumstances.

STEP ONE: Requesting the Accession Paperwork

Note: Print a copy of checklist to follow process

Service Provider (SP):	Completed
<p>Service Provider (or ELMSD Requestor) emails Divisional Records Clerk (DRC), to request accession paperwork in order to transfer closed client employment files to off-site storage.</p> <p>Service Provider provides the following information for an <i>One Time Accession Request</i> email:</p> <ul style="list-style-type: none"> i) Employment Program / Description (e.g.: BEP – Bridging Employment Program) ii) Approximate number of files to be transferred to offsite storage iii) Organization Contact and Alternate Name (telephone, fax and email) iv) Physical Location Address (mailing and physical) <p><u>Contact DRC:</u> Carol-Ann Welch, Records Clerk Employment Program Branch, ELMSD 2nd Flr – 614 Humboldt Street Victoria BC V8W 9R2 Tel: 250.387-3583 Fax: 250.356-2734 Email: carolann.welch@gov.bc.ca</p>	
Division Records Clerk (DRC):	Completed
<p>Requests the One Time Accession Transfer paperwork from the IAO (Information Access Office).</p> <p>Creates new 432-20/file as OPR for assuming responsibility of the returning records to ministry custody and control.</p>	
<p>Communicates accession /application number to service provider as soon as IAO provides it and provides customized box content listing word template as well as any other support required to key contact to complete transfer of closed client records.</p> <p>All communication will use the accession number as a prefix in the subject line.</p>	

STEP TWO: Completing the Box Content Listing and files in boxes

Service Provider (SP):	Completed
<p>Acquires standard records storage box (es) or approved equivalent.</p> <p>Records Storage Boxes are made from corrugated cardboard and can the approx. 40lbs of files.</p> <p>Size is 15" X 12" X 10 or 1 cubic foot.</p> <div data-bbox="84 1667 329 1900" data-label="Image"> </div> <p>Here is a picture a type of offsite box that are to be used, within government. SP can purchase equivalent at any office stationary store.</p> <p>NOTE: 1 file standard file cabinet equals 2 to 2.5 boxes depending on how tightly they are filed in the cabinet.</p>	

Checklist for Records Return Closed Client Employment Program Files

Note: The party requesting records to be off-sited can be either ministry staff or ministry service providers as the circumstances deem appropriate, for example: Service Provider (SP) or ELMSD Requestor (ER), the process is the same for both circumstances.

<p>Review client file ensuring that all relevant materials are included.</p> <p>The following are examples of the types of records (<i>paper and electronic</i>) that may be in the custody of the service provider, such as:</p> <p><i>Client evaluations; client assessments; client applications and other forms provided by the ministry; client training plans; information on benefits (financial and service) supplied to the client(s); client class and/or session attendance lists; project and/or contract evaluation records/information; training packages/information newly developed under the terms of the contract and/or as an element of the services being contracted; all forms whether created by the ministry or by the contractor for the purpose of client intake, assessment or tracking; client tracking tools whether paper or electronic; including procedural guidelines related to development or revision of these tools; and all electronic data created during the course of the contract that relates to the contract.</i></p>	
<p>Fills box (es) with client file records in alphabetical order and completes for each box and numbers the boxes chronologically starting at one.</p> <p>Box Content Listing contains individual client information:</p> <p>Full name (surname and given name, and aliases) Employment program identification number (BEP – Bridging Employment Program) Date Range of file</p> <p>For example: BP000123456 Rubble, Elizabeth (Betty) Open: 2002-Feb-15 Closed: 2002-Dec-12</p>	
<p>Inserts a copy of the completed Box Content listing into each box. (If there are changes requested by the DRC, the copy needs to be replaced).</p> <p>For example: the box content list for box 1 and each box content list for each subsequent box.</p>	
<p>Any questions or concerns please email to DRC with newly assigned "Accession Number" in the subject line of email, the program and name of organization/office.</p> <p>For example: 93-2345 / EPPD / Slate Gravel</p>	
<p>STEP THREE: Approval of Box Content List & Affix Box Labels & Mail CD</p>	
<p>Service Provider (SP):</p>	<p>Completed</p>
<p>Fax box content list to the attention of the DRC for review to ensure all documentation is completed correctly.</p> <p>Fax to: 250.387-2069</p>	
<p>The SP will make an electronic copy of the listing to a cd and mails to DRC once the box content list is approved. The accession number is helpful in keeping requests orderly.</p> <p><i>Carol-Ann Welch, Records Clerk Employment Program Branch, ELMSD 2nd Fl – 614 Humboldt Street, Victoria BC V8W 9R2 Re: Accession Number</i></p>	

Checklist for Records Return Closed Client Employment Program Files

Note: The party requesting records to be off-sited can be either ministry staff or ministry service providers as the circumstances deem appropriate, for example: Service Provider (SP) or ELMSD Requestor (ER), the process is the same for both circumstances.

SP receives required number of box labels from DRC. This is to be affixed to the side of the box.

There is a specific format for how the label is to be written and the box number as per example:



to

Division Records Clerk (DRC):

Completed

Reviews draft box content list and provide feedback (if necessary) and/or approves box content list.

Requests SP mail an electronic copy on a CD of the box content listing. This copy is kept for on our LAN in order to respond to FOI requests.

Mails required number of Box labels to Service Provider and provides instruction on usage.

Updates internal tracking documents and maintains 432-20 physical / electronic files.

STEP FOUR: Approval to Transfer Records (617) and Pick Up of Records to Off Site Storage

Service Provider (SP):

Completed

Waits for notice from DRC and/or the IAO provides estimated time frame for records pick up by the storage facility and confirms key contact/alternate names.

Service Provider to prepare boxes for transportation as instructed from either DRC/IAO.

Ensure box-labels are affixed to the SIDE of the box, the appropriate Box Content List is in the correct box and the box is taped closed. UNLESS the pick-up location is within Victoria or Vancouver

Note: Some storage facilities have bar-coded labels that need to affix prior to pick up.

Division Records Clerk (DRC):

Completed

Obtains ministry approvals for the Authority to Transfer Records and Apply Approved Schedule (ARS617) and forwards to IAO for action.

IAO provides instruction for box pick up and/or communicates to SP (Requestor) directly.

STEP FIVE: Confirmation and Disposition of Records

Service Provider (SP):

Completed

Once Boxes are picked up from SP office location, please send a quick email to your DRC confirming pick up of records to off-site storage.

Division Records Clerk (DRC):

Completed

Updates all internal tracking documents (LAN/CRMS) and then files the 432-20 to await full disposition of records.

Box Content Listing TEMPLATE: *Provided by DRC as part of the accession paperwork provided. See sample below which is a simple table document and can be used in word or excel.*

Box Content List

To Be Completed by Ministry Office (ELMSD RM) ONLY:		To Be Completed by Contractor / Requestor:	
Accession # :	PENDING	Contractor Name:	
Application#:	PENDING	Physical Address:	
File Type:	Client Case Files		
ORCS:	30400-20		
Retention Period:	SO / 7Y / DE	Contract Program Name:	
OPR:	Yes	Box Date Range: (YYYY/MMM/DD)	From: To:

Box Number	Program File Number e.g.(ED00000000)	Description (SURNAME, First Name)	File Date Range From (file open) (YYYY / MMM / DD)	File Date Range To (file closed) (YYYY / MMM / DD)
1	ED001112344	FLINTSTONE, Frederick (Fred)	2010-JAN-05	2012-MAR-30
1	ED001112345	RUBBLE, Elizabeth (Betty)	2009-MAY-15	2014-JUN-20

SCHEDULE B FEES AND EXPENSES

Definitions

1. In this Schedule and in Schedule A, unless the context otherwise require:
 - (a) **“Fixed Operating Fee”** means a flat-rate fee for each calendar month of the Term paid by the Province to the Contractor for establishing and operating the Resource Centre, providing all Resource Centre Services and providing all Client Services that are not Purchased Products and Services;
 - (b) **“GST”** means the goods and services tax payable pursuant to Part IX of the *Excise Tax Act*, R.S.C. 1985, c. E-15;
 - (c) **“Purchase Costs”** means the total amount of Client Expenditures for Purchased Products and Services, inclusive of any GST or other applicable tax paid or payable by the Contractor for which the Contractor is not entitled to claim credits (including GST input tax credits), rebates, refunds or remissions from the relevant taxation authorities;
 - (d) **“Purchased Products and Services”** means all Acquired Technology acquired by the Contractor for all Clients in accordance with Schedule A and all Developed Technology developed, produced or built by the Contractor for all Clients in accordance with Schedule A; and
 - (e) **“Tax”** means any applicable tax described in section 3.1 (c) of this Agreement payable by the Province under law or agreement with the relevant taxation authority.

Maximum Amount Payable

2. Despite any other provision of this schedule, THREE MILLION DOLLARS (\$3,000,000.00) is the maximum amount that the Province is obliged to pay to the Contractor for fees (exclusive of Tax) and expenses for any Fiscal Year during the Term of this Agreement.
3. Despite any other provision of this schedule, NINE MILLION DOLLARS (\$9,000,000.00) is the maximum amount that the Province is obliged to pay to the Contractor for fees (exclusive of Tax) and expenses during the Term under this Agreement.

4. The Contractor must manage the provision of Client Services within the maximum total amounts set out in sections 2 and 3, the Fixed Operating Fees set out in sections 5 and 6 and the maximum Purchase Costs set out in sections 16 and 17 while ensuring continuity of Client Services and the Technology at Work Program throughout each Fiscal Year during the Term.

Fees

5. Subject to sections 9 to 12 and 18, the Province will pay the Contractor a Fixed Operating Fee in the amount of ^{s.21} for performing the Services in accordance with this Agreement for that portion of the Fiscal Year ending March 31, 2016 that is part of the Term.
6. Subject to sections 9 to 12 and 18, the Province will pay the Contractor a Fixed Operating Fee in the amount of ^{s.21} for performing the Services in accordance with this Agreement for each of the Fiscal Years ending March 31, 2017 and March 31, 2018.
7. Subject to sections 9 to 12 and 18, the Province will pay the Contractor the Fixed Operating Fee described in section 5 as follows:
 - (a) the sum of ^{s.21} on May 1, 2015; and
 - (b) the remainder at the rate of ^{s.21} per calendar month in advance on or before the 1st day of each calendar month beginning June 2015 and ending March 2016.
8. Subject to sections 9 to 12 and 18, the Province will pay the Contractor the Fixed Operating Fee described in section 6 at the rate of ^{s.21} per calendar month in advance on or before the 1st day of each calendar month beginning April 2016 and ending March 2018.

9. If this Agreement terminates before the end of the Term in accordance with article 11.2 or 11.4 of this Agreement and the date of termination is other than the last day of a calendar month, the Fixed Operating Fees described in sections 5 and 6 and paid by the Province to the Contractor in advance pursuant to sections 7 (b) and 8 for the calendar month in which this Agreement terminates, will be reduced by an amount calculated by multiplying ^{s.21} by the percentage of the calendar month remaining when this Agreement terminates and the Contractor will forthwith repay that amount to the Province.
10. Within 20 Business Days of the end of the Term, or if this Agreement terminates before the end of the Term in accordance with article 11.2 or 11.4 of this Agreement, within 20 Business Days of the early termination of this Agreement, the Province will reconcile the Fixed Operating Fees described in sections 5 and 6 and paid by the Province to the Contractor in advance pursuant to sections 7 and 8 with the Services the Contractor actually performs under this Agreement.
11. If the value of the Services the Contractor actually performs under this Agreement is less than the Fixed Operating Fees described in section 5 and 6 and paid by the Province to the Contractor in advance pursuant to sections 7 and 8, the Contractor must repay the difference to the Province.
12. If the Contractor fails to repay to the Province any amount the Contractor is required to repay pursuant to section 9 or 11, that amount is a debt due to the government of the Province that the Province may recover from the Contractor by any other means available to the Province at law or in equity
13. If the Contractor subcontracts any obligation of the Contractor under this Agreement to any Subcontractor, the Contractor must pay all fees and expenses of the Subcontractor from the Fixed Operating Fees and may not invoice those fees and expenses to the Province as Purchase Costs.
14. Notwithstanding section 13, if the Contractor subcontracts any obligation of the Contractor under this Agreement to any Subcontractor, the Contractor may invoice to the Province as Purchase Costs any Purchased Products and Services provided by the subcontractor.

Expenses

15. The Province will:
 - (a) pay the Contractor for Purchase Costs incurred by the Contractor in performing the Services; and
 - (b) not pay the Contractor for any other expenses incurred by the Contractor in performing the Services.
16. The maximum amount of Purchase Costs that the Contractor may incur and that the Province will pay to the Contractor for the portion of the Fiscal Year ending March 31, 2016 that is part of the Term is ^{s.21}
s.21
17. The maximum amount of Purchase Costs that the Contractor may incur and that the Province will pay to the Contractor for the Fiscal Year ending March 31, 2017 or for the Fiscal Year ending March 31, 2018 is ^{s.21}
s.21

Statements of Account

18. In order to obtain payment of any fees and expenses under this Agreement for a period from and including the 1st day of a calendar month to and including the last day of that calendar month (each a "Billing Period"), the Contractor must deliver to the Province on a date after the Billing Period, a written statement of account in a form satisfactory to the Province containing:
 - (a) the Contractor's legal name and address;
 - (b) the date of the statement, a statement number for identification and the Billing Period to which the statement pertains;
 - (c) the Contractor's calculation of all fees claimed for that Billing Period; including a declaration by the Contractor of all deliverables provided during the Billing Period for which the Contractor claims fees and a description of the applicable fee rate;
 - (d) a chronological listing, in reasonable detail, of any expenses claimed by the Contractor for the Billing Period with receipts attached, if applicable, and, if the Contractor is claiming reimbursement of any GST or other applicable taxes paid or payable by the Contractor in relation to those expenses, a description of any credits, rebates, refunds or remissions the Contractor is entitled to from the relevant taxation authorities in relation to those taxes;

- (e) the Contractor's calculation of any Taxes payable by the Province in relation to the Services;
- (f) a description of this Agreement to which the statement relates; and
- (g) any other billing information reasonably requested by the Province.

Payments Due

19. Within 30 days of the Province's receipt of the Contractor's written statement of account delivered in accordance with this Schedule, the Province must pay the Contractor the fees and expenses (plus all applicable taxes) claimed in the statement if they are in accordance with this Schedule. Statements of account or contract invoices offering an early payment discount may be paid by the Province as required to obtain the discount.

SCHEDULE C
APPROVED SUBCONTRACTOR(S)

Not applicable.

SCHEDULE D INSURANCE

1. The Contractor must, without limiting the Contractor's obligations or liabilities and at the Contractor's own expense, purchase and maintain throughout the Term the following insurances with insurers licensed in Canada in forms and amounts acceptable to the Province:
 - (a) Commercial General Liability in an amount not less than \$2,000,000.00 inclusive per occurrence against bodily injury, personal injury and property damage and including liability assumed under this Agreement and this insurance must
 - (i) include the Province as an additional insured,
 - (ii) be endorsed to provide the Province with 30 days advance written notice of cancellation or material change, and
 - (iii) include a cross liability clause; and
 - (b) Automobile Liability on all vehicles owned, leased, operated or licences by the Contractor that the Contractor uses in providing the Services in an amount not less than \$2,000,000 per occurrence.
2. All insurance described in section 1 of this Schedule must:
 - (a) be primary; and
 - (b) not require the sharing of any loss by any insurer of the Province.
3. The Contractor must provide the Province with evidence of all required insurance as follows:
 - (a) within 10 Business Days of commencement of the Services, the Contractor must provide to the Province evidence of all required insurance in the form of a completed Province of British Columbia Certificate of Insurance;
 - (b) if any required insurance policy expires before the end of the Term, the Contractor must provide to the Province within 10 Business Days of the policy's expiration, evidence of a new or renewal policy meeting the requirements of the expired insurance in the form of a completed Province of British Columbia Certificate of Insurance and where applicable, an ICBC Confirmation of Insurance Coverage (APV-47) form; and
 - (c) despite subsection (a) or (b) above, if requested by the Province at any time, the Contractor must provide to the Province certified copies of the required insurance policies.

4. The Contractor must obtain, maintain and pay for any additional insurance that the Contractor is required by law to carry, or that the Contractor, in its sole discretion, considers necessary to cover risks not otherwise covered by insurance specified in this Schedule.

SCHEDULE E

PRIVACY PROTECTION SCHEDULE

Definitions

1. In this Schedule,
 - (a) “**access**” means disclosure by the provision of access;
 - (b) “**Act**” means the *Freedom of Information and Protection of Privacy Act* (British Columbia);
 - (c) “**contact information**” means information to enable an individual at a place of business to be contacted and includes the name, position name or title, business telephone number, business address, business email or business fax number of the individual;
 - (d) “**personal information**” means recorded information about an identifiable individual, other than contact information, collected or created by the Contractor as a result of the Agreement or any previous agreement between the Province and the Contractor dealing with the same subject matter as the Agreement but excluding any such information that, if this Schedule did not apply to it, would not be under the “control of a public body” within the meaning of the Act.

Purpose

2. The purpose of this Schedule is to:
 - (a) enable the Province to comply with the Province’s statutory obligations under the Act with respect to personal information; and
 - (b) ensure that, as a service provider, the Contractor is aware of and complies with the Contractor’s statutory obligations under the Act with respect to personal information.

Collection of personal information

3. Unless the Agreement otherwise specifies or the Province otherwise directs in writing, the Contractor may only collect or create personal information that is necessary for the performance of the Contractor’s obligations, or the exercise of the Contractor’s rights, under the Agreement.
4. Unless the Agreement otherwise specifies or the Province otherwise directs in writing, the Contractor must collect personal information directly from the individual the information is about.

5. Unless the Agreement otherwise specifies or the Province otherwise directs in writing, the Contractor must tell an individual from whom the Contractor collects personal information:
 - (a) the purpose for collecting it;
 - (b) the legal authority for collecting it; and
 - (c) the title, business address and business telephone number of the person designated by the Province to answer questions about the Contractor's collection of personal information.

Accuracy of personal information

6. The Contractor must make every reasonable effort to ensure the accuracy and completeness of any personal information to be used by the Contractor or the Province to make a decision that directly affects the individual the information is about.

Requests for access to personal information

7. If the Contractor receives a request for access to personal information from a person other than the Province, the Contractor must promptly advise the person to make the request to the Province unless the Agreement expressly requires the Contractor to provide such access and, if the Province has advised the Contractor of the name or title and contact information of an official of the Province to whom such requests are to be made, the Contractor must also promptly provide that official's name or title and contact information to the person making the request.

Correction of personal information

8. Within 5 Business Days of receiving a written direction from the Province to correct or annotate any personal information, the Contractor must correct or annotate the information in accordance with the direction.
9. When issuing a written direction under section 8, the Province must advise the Contractor of the date the correction request to which the direction relates was received by the Province in order that the Contractor may comply with section 10.
10. Within 5 business days of correcting or annotating any personal information under section 8, the Contractor must provide the corrected or annotated information to any party to whom, within one year prior to the date the correction request was made to the Province, the Contractor disclosed the information being corrected or annotated.

11. If the Contractor receives a request for correction of personal information from a person other than the Province, the Contractor must promptly advise the person to make the request to the Province and, if the Province has advised the Contractor of the name or title and contact information of an official of the Province to whom such requests are to be made, the Contractor must also promptly provide that official's name or title and contact information to the person making the request.

Protection of personal information

12. The Contractor must protect personal information by making reasonable security arrangements against such risks as unauthorized access, collection, use, disclosure or disposal, including any expressly set out in the Agreement.

Storage and access to personal information

13. Unless the Province otherwise directs in writing, the Contractor must not store personal information outside Canada or permit access to personal information from outside Canada.

Retention of personal information

14. Unless the Agreement otherwise specifies, the Contractor must retain personal information until directed by the Province in writing to dispose of it or deliver it as specified in the direction.

Use of personal information

15. Unless the Province otherwise directs in writing, the Contractor may only use personal information if that use is for the performance of the Contractor's obligations, or the exercise of the Contractor's rights, under the Agreement.

Disclosure of personal information

16. Unless the Province otherwise directs in writing, the Contractor may only disclose personal information inside Canada to any person other than the Province if the disclosure is for the performance of the Contractor's obligations, or the exercise of the Contractor's rights, under the Agreement.
17. Unless the Agreement otherwise specifies or the Province otherwise directs in writing, the Contractor must not disclose personal information outside Canada.

Notice of foreign demands for disclosure

18. In addition to any obligation the Contractor may have to provide the notification contemplated by section 30.2 of the Act, if in relation to personal information in the custody or under the control of the Contractor, the Contractor:

- (a) receives a foreign demand for disclosure;
- (b) receives a request to disclose, produce or provide access that the Contractor knows or has reason to suspect is for the purpose of responding to a foreign demand for disclosure; or
- (c) has reason to suspect that an unauthorized disclosure of personal information has occurred in response to a foreign demand for disclosure

the Contractor must immediately notify the Province and, in so doing, provide the information described in section 30.2(3) of the Act. In this section, the phrases “foreign demand for disclosure” and “unauthorized disclosure of personal information” will bear the same meanings as in section 30.2 of the Act.

Notice of unauthorized disclosure

19. In addition to any obligation the Contractor may have to provide the notification contemplated by section 30.5 of the Act, if the Contractor knows that there has been an unauthorized disclosure of personal information in the custody or under the control of the Contractor, the Contractor must immediately notify the Province. In this section, the phrase “unauthorized disclosure of personal information” will bear the same meaning as in section 30.5 of the Act.

Inspection of personal information

20. In addition to any other rights of inspection the Province may have under the Agreement or under statute, the Province may, at any reasonable time and on reasonable notice to the Contractor, enter on the Contractor’s premises to inspect any personal information in the possession of the Contractor or any of the Contractor’s information management policies or practices relevant to the Contractor’s management of personal information or the Contractor’s compliance with this Schedule, and the Contractor must permit and provide reasonable assistance to any such inspection.

Compliance with the Act and directions

21. The Contractor must in relation to personal information comply with:
 - (a) the requirements of the Act applicable to the Contractor as a service provider, including any applicable order of the commissioner under the Act; and
 - (b) any direction given by the Province under this Schedule.
22. The Contractor acknowledges that it is familiar with the requirements of the Act governing personal information that are applicable to it as a service provider.

Notice of non-compliance

23. If for any reason the Contractor does not comply, or anticipates that it will be unable to comply, with a provision in this Schedule in any respect, the Contractor must promptly notify the Province of the particulars of the non-compliance or anticipated non-compliance and what steps it proposes to take to address, or prevent recurrence of, the non-compliance or anticipated non-compliance.

Termination of Agreement

24. In addition to any other rights of termination which the Province may have under the Agreement or otherwise at law, the Province may, subject to any provisions in the Agreement establishing mandatory cure periods for defaults by the Contractor, terminate the Agreement by giving written notice of such termination to the Contractor, upon any failure of the Contractor to comply with this Schedule in a material respect.

Interpretation

25. In this Schedule, references to sections by number are to sections of this Schedule unless otherwise specified in this Schedule.
26. Any reference to the “Contractor” in this Schedule includes any subcontractor or agent retained by the Contractor to perform obligations under the Agreement and the Contractor must ensure that any such subcontractors and agents comply with this Schedule.
27. The obligations of the Contractor in this Schedule will survive the termination of the Agreement.
28. If a provision of the Agreement (including any direction given by the Province under this Schedule) conflicts with a requirement of the Act or an applicable order of the commissioner under the Act, the conflicting provision of the Agreement (or direction) will be inoperative to the extent of the conflict.
29. The Contractor must comply with the provisions of this Schedule despite any conflicting provision of this Agreement or, subject to section 30, the law of any jurisdiction outside Canada.
30. Nothing in this Schedule requires the Contractor to contravene the law of any jurisdiction outside Canada unless such contravention is required to comply with the Act.

SCHEDULE F
ADDITIONAL TERMS

Not applicable.

SCHEDULE G SECURITY SCHEDULE

Definitions

1. In this Schedule,
 - (a) “Equipment” means any equipment, including interconnected systems or subsystems of equipment, software and networks, used or to be used by the Contractor to provide the Services;
 - (b) “Facilities” means any facilities at which the Contractor provides or is to provide the Services;
 - (c) “Information” means information
 - (i) in the Material, or
 - (ii) accessed, produced or obtained by the Contractor (whether verbally, electronically or otherwise) as a result of the Agreement;
 - (d) “Record” means a “record” as defined in the *Interpretation Act*;
 - (e) “Sensitive Information” means
 - (i) Information that is “personal information” as defined in the *Freedom of Information and Protection of Privacy Act*, or
 - (ii) any other Information specified as “Sensitive Information” in Appendix G6, if attached; and
 - (f) “Services Worker” means an individual involved in providing the Services for or on behalf of the Contractor and, for greater certainty, may include
 - (i) the Contractor or a Subcontractor if an individual, or
 - (ii) an employee or volunteer of the Contractor or of a Subcontractor.

Schedule contains additional obligations

2. The obligations of the Contractor in this Schedule are in addition to any other obligations in the Agreement or the schedules attached to it relating to security including, without limitation, the obligations of the Contractor in the Privacy Protection Schedule, if attached.

Services Worker confidentiality agreements

3. The Contractor must not permit a Services Worker to have access to Sensitive Information unless the Services Worker has first entered into a confidentiality agreement with the Contractor or an undertaking of confidentiality, in a form designated by the Province, which may be the form attached as Appendix G7, regarding the use, publication, disclosure and confidentiality of the Sensitive Information.

Services Worker security screening

4. The Contractor may only permit a Services Worker who is an employee or a volunteer of the Contractor to have access to Sensitive Information or otherwise be involved in providing the Services if, after having subjected the Services Worker to the personnel security screening requirements set out in Appendix G1 and any additional requirements the Contractor may consider appropriate, the Contractor is satisfied that the Services Worker does not constitute an unreasonable security risk. The Contractor must create, obtain and retain Records documenting the Contractor's compliance with the security screening requirements set out in Appendix G1 in accordance with the provisions of that appendix.

Services Worker activity logging

5. Subject to section 6, the Contractor must create and maintain detailed Records logging the activities of all Service Workers in relation to:
 - (a) their access to Sensitive Information; and
 - (b) other matters specified by the Province in writing for the purposes of this section.
6. The Records described in section 5 must be made and maintained in a manner, and contain information, specified in Appendix G2, if attached.

Facilities and Equipment protection and access control

7. The Contractor must create, maintain and follow a documented process to:
 - (a) protect Facilities and Equipment of the Contractor required by the Contractor to provide the Services from loss, damage or any other occurrence that may result in any of those Facilities and Equipment being unavailable when required to provide the Services; and
 - (b) limit access to Facilities and Equipment of the Contractor
 - (i) being used by the Contractor to provide the Services, or
 - (ii) that may be used by someone to access Information to those persons who are authorized to have that access and for the purposes for which they are authorized, which process must include measures to verify the identity of those persons.
8. If the Province makes available to the Contractor any Facilities or Equipment of the Province for the use of the Contractor in providing the Services, the Contractor must comply with any policies and procedures provided to it by the Province on acceptable use, protection of, and access to, such Facilities or Equipment.

Sensitive Information access control

9. The Contractor must:
 - (a) create, maintain and follow a documented process for limiting access to Sensitive Information to those persons who are authorized to have that access and for the purposes for which they are authorized, which process must include measures to verify the identity of those persons; and
 - (b) comply with the information access control requirements set out in Appendix G3, if attached.

Integrity of Information

10. The Contractor must:
 - (a) create, maintain and follow a documented process for maintaining the integrity of Information while possessed or accessed by the Contractor; and
 - (b) comply with the information integrity requirements set out in Appendix G4, if attached.
11. For the purposes of section 10, maintaining the integrity of Information means that, except to the extent expressly authorized by the Agreement or approved in writing by the Province, the Information has:
 - (a) remained as complete as when it was acquired or accessed by the Contractor; and
 - (b) not been altered in any material respect.

Documentation of changes to processes

12. The Contractor must create and maintain detailed Records logging any changes it makes to the processes described in sections 7, 9 and 10.

Notice of security breaches

13. If the Contractor becomes aware that:
 - (a) unauthorized access, collection, use, disclosure, alteration or disposal of Information or Records containing Information; or
 - (b) unauthorized access to Facilities or Equipment,

has occurred or is likely to occur (whether or not related to a failure by the Contractor to comply with this Schedule or the Agreement), the Contractor must immediately notify the Province of the particulars of that occurrence or likely occurrence. If the Contractor provides a notification under this section other than in writing, that notification must be confirmed in writing to the Province as soon as it is reasonably practicable for the Contractor to do so.

Review of security breaches

14. If the Province decides to conduct a review of a matter described in section 13 (whether or not the matter came to the attention of the Province as a result of a notification under section 13), the Contractor must, on the request of the Province, participate in the review to the extent that it is reasonably practicable for the Contractor to do so.

Retention of Records

15. Unless the Agreement otherwise specifies, the Contractor must retain all Records in the Contractor's possession that contain Information until directed by the Province in writing to dispose of them or deliver them as specified in the direction.

Storage of Records

16. Until disposed of or delivered in accordance with section 15, the Contractor must store any Records in the Contractor's possession that contain Information in accordance with the provisions of Appendix G5, if attached.

Audit

17. In addition to any other rights of inspection the Province may have under the Agreement or under statute, the Province may, at any reasonable time and on reasonable notice to the Contractor, enter on the Contractor's premises to inspect and, at the Province's discretion, copy:
 - (a) any Records in the possession of the Contractor containing Information; or
 - (b) any of the Contractor's Information management policies or processes (including the processes described in sections 7, 9 and 10 and the logs described in sections 5 and 12) relevant to the Contractor's compliance with this Schedule

and the Contractor must permit, and provide reasonable assistance to the exercise by the Province of the Province's rights under this section.

Termination of Agreement

18. In addition to any other rights of termination which the Province may have under the Agreement or otherwise at law, the Province may, subject to any provisions in the Agreement establishing mandatory cure periods for defaults by the Contractor, terminate the Agreement by giving written notice of such termination to the Contractor, upon any failure of the Contractor to comply with this Schedule in a material respect.

Interpretation

19. In this Schedule, unless otherwise specified:
 - (a) references to sections are to sections of this Schedule; and
 - (b) references to appendices are to the appendices attached to this Schedule.
20. Any reference to the “Contractor” in this Schedule includes any subcontractor retained by the Contractor to perform obligations under the Agreement and the Contractor must ensure that any such subcontractors comply with this Schedule.
21. The appendices attached to this Schedule are part of this Schedule.
22. If there is a conflict between a provision in an appendix attached to this Schedule and any other provision of this Schedule, the provision in the appendix is inoperative to the extent of the conflict unless the appendix states that it operates despite a conflicting provision of this Schedule.
23. If there is a conflict between:
 - (a) a provision of the Agreement, this Schedule or an appendix attached to this Schedule; and
 - (b) a documented process required by this Schedule to be created or maintained by the Contractorthe provision of the Agreement, Schedule or appendix will prevail to the extent of the conflict.
24. The obligations of the Contractor in this Schedule will survive the termination of the Agreement.

SCHEDULE G

Appendix G1 – Security screening requirements

The personnel security screening requirements set out in this Appendix G1 are for the purpose of assisting the Contractor determine whether or not a Services Worker constitutes an unreasonable security risk.

Verification of name, date of birth and address

1. The Contractor must verify the name, date of birth and current address of a Services Worker by viewing at least one piece of “primary identification” of the Services Worker and at least one piece of “secondary identification” of the Services Worker,* as described in the table following this section. The Contractor must obtain or create, as applicable, Records of all such verifications and retain a copy of those Records. For a Services Worker from another province or jurisdiction, reasonably equivalent identification documents are acceptable.

Primary Identification	Secondary Identification
Issued by ICBC: <ul style="list-style-type: none"> • B.C. driver’s licence or learner’s licence (must have photo) • B.C. Identification (BCID) card 	<ul style="list-style-type: none"> • School ID card (student card) • Bank card (only if holder’s name is on card) • Credit card (only if holder’s name is on card) • Passport
Issued by provincial or territorial government: <ul style="list-style-type: none"> • Canadian birth certificate 	<ul style="list-style-type: none"> • Foreign birth certificate (a baptismal certificate is not acceptable) • Canadian or U.S. driver’s licence • Naturalization certificate
Issued by Government of Canada: <ul style="list-style-type: none"> • Canadian Citizenship Card • Permanent Resident Card • Canadian Record of Landing/Canadian Immigration Identification Record 	<ul style="list-style-type: none"> • Canadian Forces identification • Police identification • Foreign Affairs Canada or consular identification • Vehicle registration (only if owner’s signature is shown) • Picture employee ID card • Firearms Acquisition Certificate • Social Insurance Card (only if has signature strip) • B.C. CareCard • Native Status Card • Parole Certificate ID • Correctional Service Conditional Release Card

*It is not necessary that each piece of identification viewed by the Contractor contains the name, date of birth and current address of the Services Worker. It is sufficient that, in combination, the identification viewed contains that information.

Verification of education and professional qualifications

2. The Contractor must verify, by reasonable means, any relevant education and professional qualifications of a Services Worker, obtain or create, as applicable, Records of all such verifications, and retain a copy of those Records.

Verification of employment history and reference checks

3. The Contractor must verify, by reasonable means, any relevant employment history of a Services Worker, which will generally consist of the Contractor requesting that a Services Worker provide employment references and the Contractor contacting those references. If a Services Worker has no relevant employment history, the Contractor must seek to verify the character or other relevant personal characteristics of the Services Worker by requesting the Services Worker to provide one or more personal references and contacting those references. The Contractor must obtain or create, as applicable, Records of all such verifications and retain a copy of those Records.

Security interview

4. The Contractor must allow the Province to conduct a security-focused interview with a Services Worker if the Province identifies a reasonable security concern and notifies the Contractor it wishes to do so.

SCHEDULE G
Appendix G2 – Services Worker Activity Logging Records

N/A

SCHEDULE G

Appendix G3 – Sensitive Information Access Control Requirements

The Contractor will encrypt all sensitive information on computers and portable storage devices in accordance with government policy established from time to time. The government's current Cryptographic Standards for Information Protection can be found on the Office of the Chief Information Officer website at:

http://www.cio.gov.bc.ca/local/cio/standards/documents/standards/cryptographic_standards.pdf.

http://www2.gov.bc.ca/gov/DownloadAsset?assetId=CED1DE16C3934C8A9D7B6F04BF25A6DA&filename=cryptographic_standards.pdf

SCHEDULE G
Appendix G4 – Information Integrity Requirements

N/A

SCHEDULE G
Appendix G5 – Storage of Records

N/A

SCHEDULE G
Appendix G6 – Sensitive Information

In addition to the information described in section 1(e)(i) of this Schedule, the following information is specified as “Sensitive Information” for the purposes of this Schedule:

- (a) N/A
- (b) N/A

SCHEDULE G
Appendix G7

CONFIDENTIALITY AGREEMENT/ UNDERTAKING OF CONFIDENTIALITY

_____ (the "Contractor")
executed a services agreement dated _____ (the "Agreement") with Her
Majesty the Queen in right of the Province of British Columbia, as represented by the
Minister of Social Development and Social Innovation (the "Province") to provide
services to the Ministry of Social Development and Social Innovation.

As a result of the Agreement, the Contractor, or the Contractor's employees or
Subcontractors, may produce or receive from the Province or another person, records,
findings, software, data, code, designs, plans, specifications, drawings, working papers,
reports, documents and other material (the "Material").

I, _____, am _____ an
employee of the Contractor / _____ a Subcontractor of the Contractor / _____ an employee
of _____, a Subcontractor
of the Contractor [*check applicable statement*].

For good and valuable consideration, the receipt and sufficiency of which I
acknowledge, I undertake and agree as follows.

1. I will treat as confidential and will not, without the prior written consent of the
Province use, publish, disclose or permit to be used, published or disclosed, the
Material, or any other information that I access, produce or obtain, whether
verbally, electronically or otherwise as a result of the Agreement (collectively,
the "Sensitive Information"), except:
 - (a) insofar as the Sensitive Information to be used, published, or disclosed is
general public knowledge or was in my possession prior to the date of the
Agreement;
 - (b) insofar as the Sensitive Information to be used, published or disclosed is
provided by a third party who waives any requirement that it be held
confidential; and
 - (c) as such use, publication or disclosure is required by law.

2. I agree that the Contractor or the Province, on written notice to me, may end my access to the Sensitive Information if I do not adhere to the provisions contained in this Undertaking of Confidentiality.
3. On the end of my access to the Sensitive Information, or on written request and direction by the Contractor or the Province, I agree to return to the Contractor or the Province, as applicable, within a reasonable time, all Sensitive Information in my possession.

Executed at _____, BC, this ____ day of _____, 20__.

SIGNED AND DELIVERED BY _____)

_____ in the presence of:)

_____)

_____)

_____)

_____)

[Witness signature]
signature]

[Employee / Subcontractor